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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

A MONTH AGO we remarked that the Council of the Incorporated Law Society had abundantly shewn in the past that they placed the welfare of the profession above every other consideration, and we expressed our confidence that they would ultimately come into accord with solicitors in general. Our confidence was not misplaced. The council have issued a circular to the members of the society urging the importance of every member of the profession exerting himself, apart altogether from any question of party politics, to insure that the facts and true bearings of the question of officialism and its recent threatened increase should be appreciated by the public, and also that public men should be asked to abstain from pledging themselves without due inquiry to support any of the so-called law reforms which tend in that direction. The council believe that many of these proposals are not called for by the public, but emanate either from politicians desirous of creating political capital, or from permanent officials desirous of extending their functions and magnifying their offices. The council point out that the grounds on which recent proposed extensions of "officialism" are objected to will be found conveniently reproduced in the SOLICITORS' JOURNAL for June 18, page 570. Reference is also made to an article in the *Chamber of Commerce Journal* for June 10, in which it is asked whether one-half of the nation is to be salaried and pensioned to watch over and regulate the other half. In proof that the apprehended danger is not exaggerated, the council mention that during the last eight years the total estimated expenditure of the Bankruptcy Department of the Board of Trade has risen from £81,136 to £180,741, without including the enormously increased expense during the last twelve months in connection with the liquidation of companies, or the salaries of the bankruptcy judge and registrars. They add that the amount charged to estates in bankruptcy for stamps and fees has risen from £68,381 in 1882 to £121,000 in 1891, although the department takes credit for having very largely reduced the volume of insolvency in the country during that period. The above figures do not include the increased "officialism" in connection with the winding up of joint-stock companies, in which department there must have been appointed during the last twelve months probably between fifty and one hundred officials for the purpose of transacting for profit professional work hitherto performed by private persons, and with the view of turning the Bankruptcy Department of the Board of Trade into a profitable office instead of its being carried on at a loss. Previous to 1891 this department was carried on at a loss to the State of nearly £50,000 per annum, notwithstanding the large amounts charged to estates in liquidation. This powerful and admirable appeal leaves no excuse to any solicitor for neglecting to take part in the movement now in progress, and we anticipate the most favourable results from the representations which are being made to candidates all over the country with regard to the evils of officialism in private affairs.

IT IS ANNOUNCED that on and after Monday next cases from the new trial paper will be taken in Court of Appeal No. 2. That division will this week have disposed of nearly every case in its list, including those set down since the commencement of the sittings. It is not to be assumed that the new trial paper will be taken, except subject to the exigencies of other business. On the same day in Court of Appeal No. 1 the hearing of Queen's Bench final appeals will be resumed, and when the new trial paper is disposed of it seems probable that both divisions of the court will devote themselves to Queen's Bench final appeals.

WE OBSERVE with pleasure that the question of the recent and threatened extension of officialism is the subject of a motion by a member of the Council of the Incorporated Law

Society at the meeting to be held next week. The matter could not be in better or abler hands. Mr. GODDEN, although he has for many years unsparingly devoted infinite time and trouble to practical work for the benefit of the profession, too seldom comes forward at the meetings of the society, and apparently only does so when some question of pressing importance is on the carpet. We hope that every member of the society who can possibly be present will attend the meeting, in order to manifest the profound conviction of solicitors that the time has come when a stand must be made against encroachments. Surely country members can manage to be present in larger numbers than are usual. It is of great importance that the meeting should be thoroughly representative of the profession.

"CHANCERY MEN never speak out. I never knew one who did!" Our readers of the equity bar need not be over-much alarmed. The learned Lord Justice who, in the course of a case before the Court of Appeal one day this week, gave expression to this judicial and judicious *dictum*—though we might almost call it something more than a mere *dictum*, for it is, indeed, very material to the actual decision of a case that the court should be able to hear what the advocates have to say—was not charging chancery barristers with not having the courage of their convictions, and with being afraid to speak their minds; his lordship was merely appealing to the counsel who was addressing the court to speak a little louder. Doubtless, it was not (as might with some amount of plausibility have been urged) some too audible conversations or other unofficial sounds which on this occasion prevented the learned counsel's words from reaching the ears of the Lord Justice, but the cause lay deeper, and was, as his lordship supposed and at once proceeded to explain, "because equity men are not accustomed to exerting their voices in addressing juries." It is needless to add that the Lord Justice had practised at the common law bar. *Verbum sap.*

MR. LAKE's second letter, which we print with considerable regret, is susceptible of a very easy answer. He says that it is not justifiable to perform the public duty of the exercise of the franchise solely or chiefly with reference to private or professional interests. We might ask him where he finds in any observations we have made advice that the franchise should be exercised solely or chiefly with reference to private or professional interests. A month ago we corrected his misapprehension on this point, and expressly drew attention to the fact that our recommendation was simply and solely that candidates should be interviewed; that the reasons against officialism should be laid before them, and that they should be asked whether they would vote for measures tending towards the increase of officialism in private matters. We urged the interviewing of candidates on the ground that they are more amenable to influence than members, but we also advised that the interviews should, if practicable, be by solicitors of the political views of the candidate interviewed. We should have thought that the meaning of the suggestion was obvious; candidates desirous of conciliating the good will of all classes of their constituency will be a great deal more likely to listen to and appreciate representations by solicitors than members. We have not advocated at present the use of threats of withdrawal of political support, because we think that the time has not come for that. But we entirely dissent from Mr. LAKE's view that the exercise of the franchise for professional interests is unjustifiable. Does he mean to say that the agricultural labourer is not justified in voting for a candidate who he believes will promote measures tending to the pecuniary benefit of his class, or that an incumbent of a living sells his vote when he gives it to a candidate who pledges himself against Disestablishment, or that an income tax payer is bribed when he votes for a candidate who pledges himself to economical government? If these are Mr. LAKE's views he will find few to agree with him. His own political leader, Lord SALISBURY, in his recent manifesto, absolutely discards this view when he says that "under our existing constitution the working classes are evidently powerful enough to obtain any measure which, upon discussion, they generally believe will conduce to their welfare. No party will

have the power, or is likely to pursue the policy, of refusing to listen to their unanimous wish." Then Mr. LAKE contends that it will be practically impossible to avoid publicity in the proposed interviews. The reply is that as publicity has been avoided in the numerous interviews which have already taken place, there is no reason to suppose that the result of similar action in the future will be different. We observe that the action we have advised with regard to officialism at the general election has received the sanction of the Bishop of LONDON with reference to another question. In a circular issued by him he urges that "the approaching general election gives to the members of the society an opportunity of pressing on candidates for seats in Parliament the importance of legislation with the view to promote the cause of Temperance. . . . It is not suggested that these questions shall override all others. On the main issue each elector should decide in accordance with his conscientious convictions, but such influence as electors are able to exert should be used in furtherance of the purpose for which the society existed." So say we, and so say the Council of the Incorporated Law Society, to the society of solicitors.

IN SEVERAL recent cases the possibility of throwing a reduction of capital upon certain shares, or classes of shares, in exoneration of the rest has been discussed. The terms of section 9 of the Companies Act, 1867, by which such a reduction is made possible, are perfectly general, and throw no light upon the question. "Any company limited by shares may, by special resolution, so far modify the conditions contained in its memorandum of association, if authorized so to do by its regulations, . . . as to reduce its capital." In *Re Union Plate Glass Co.* (37 W. R. 792, 42 Ch. D. 513) KAY, J., said that he could not find the smallest intimation that the Act gave a company power to reduce certain of its shares without reducing others. And in *Re Gatling Gun (Limited)* (38 W. R. 317, 43 Ch. D. 628) NORTH, J., whose previous decisions were impugned by this expression of opinion, replied that he could not find the smallest intimation that the Act prevented a company from reducing some of its shares without reducing others. These *dicta* leave the matter pretty much at large, but it seems clear that the Act does not prohibit a partial reduction, and the reasonable test appears to be whether it is an infringement of the rights of the shareholders upon whom the loss of capital is thus thrown. *Prima facie* the loss ought to be borne by all the shareholders equally (*Bannatyne v. Direct Spanish Telegraph Co.*, 34 Ch. D. 287), and, consequently, preference shareholders ought not to be exonerated, if the preference is in respect of dividend, and not of capital (*Re Union Plate Glass Co.*, *supra*). But, of course, there can be no objection to throwing the loss upon certain shareholders only if they are consenting parties (*Re Gatling Gun (Limited)*, *supra*). In *Re Quebrada Co.* (40 Ch. D. 363), however, NORTH, J., departed from this principle, and he there sanctioned a partial reduction on the consent of a majority only of the class of shareholders affected by it, while in *Re Agricultural Hotel Co.* (39 W. R. 218; 1891, 1 Ch. 396) KEKEWICH, J., seems to have assumed generally that one class of shares might be reduced in exoneration of another class. At the same time, he reserved his opinion upon the possibility of reducing a part only of one class, and this question he has now had to decide in *Re Pinkney & Sons' Steamship Co. (Limited)*. As between existing shareholders, it is clear that, in the absence of consent, there would be no such power, but when a part of the shares have not been issued, different considerations arise. In the present case the original capital consisted of 35,000 shares of £10 each, and of these 20,534 had been issued and fully paid. It was proposed to reduce these to £7 10s. each, leaving the remaining 14,466 to be issued at their nominal value. Allowing the possibility of thus creating two classes of shares, it is difficult to see how the existing shareholders could be prejudiced. It was their capital that had been lost, and upon them, therefore, the loss was bound to fall, while to say that the unissued shares also must be of the value of £7 10s. would simply be to prevent the company from raising the additional £2 10s. per share. The only difficulty was that as, under the articles, each share carries a vote, the reduced shares would have an undue preponderance, and, to allow this to be rectified, the petition was directed to

stand over. But otherwise there seems to be no objection to the reduction in question. The matter does not, indeed, depend upon the shares being of the same or different classes, but, as it was put in *Re Barrow Hematite Steel Co.* (37 W. R. 249, 39 Ch. D., at p. 594), on whether the reduction is borne by those shares on which the loss sustained ought to fall. Viewing the matter in this light, it is, of course, mere nonsense to require that shares not yet issued shall be reduced.

IN THE RECENT case of *Taylor v. Smith* (40 W. R. 486) the Court of Appeal (Lord HERSCHELL and LINDLEY and KAY, L.JJ.) held that a mere inspection of goods received under a verbal contract resulting in the rejection of them does not amount to an acceptance within the meaning of section 17 of the Statute of Frauds. Stating the matter in this form, the conclusion seems obvious. As LINDLEY, L.J., observed, it is paradoxical to say that when a man sees a thing and rejects it, he at the same time accepts it; but, unfortunately, it is not a sufficient objection to a suggested construction of a statute that it produces paradoxical results, and the settled rule that an acceptance within the section does not preclude a subsequent rejection takes us a long way in the direction of the paradox in question. This rule follows from the decision in *Morton v. Tibbett* (15 Q. B. 428), where Lord CAMPBELL, C.J., said that an acceptance, to let in parol evidence of the contract, was a different acceptance from that which afforded conclusive evidence of the contract having been fulfilled; and it was held that the exercise of ownership over the goods by reselling them was a sufficient acceptance to establish the contract, although it was competent for the purchaser, upon the subsequent receipt of the goods, to reject them as not being in accordance with sample. Thus acceptance, for the purpose of the statute, does not mean a final acceptance of the goods, and, according to Lord HERSCHELL, it has never been definitely determined what the term does mean. The later cases, which have followed the distinction referred to in *Morton v. Tibbett* (*supra*), seem to suggest that any dealing with the goods which amounts to an admission of the contract is sufficient, and this would include an examination of them for the purpose of ascertaining their quality. Accordingly in *Kibble v. Gough* (38 L. T. N. S. 204), where the defendant's foreman gave a receipt for barley with the words "not equal to sample" upon it, and the defendant afterwards, upon personal examination, rejected it, it was held by the Court of Appeal that there was evidence for the jury of an acceptance sufficient to satisfy the statute; and a similar course was adopted in *Page v. Morgan* (33 W. R. 793, 15 Q. B. D. 228), where sacks of wheat were received by the defendant and taken into his mill, but upon inspection were at once rejected. In the latter case BRETT, M.R., said that he relied on the fact that the defendant examined the goods to see if they agreed with the sample, and he was of opinion, therefore, that mere inspection might be a sufficient acceptance. But in *Taylor v. Smith* (*supra*) it was pointed out that in these cases the court did not decide for itself that there had been an acceptance, but merely that there was evidence of acceptance to go to the jury, and the Court of Appeal declined to allow them any operation beyond this. In *Morton v. Tibbett* the defendant had exercised an act of ownership over the goods which had no connection with his subsequent examination of them, and it was this that constituted the acceptance. But some such independent dealing with the goods seems to be necessary, and a mere inspection, even though it cannot be explained except on the footing of a contract, is not an acceptance for the purpose of letting in parol evidence of the contract.

AN INTERESTING POINT on the law of dower was decided this week by CHITTY, J., in *Re Greenwood, Greenwood v. Greenwood* (reported elsewhere). Under the law as it stood before the Dower Act (3 & 4 Will. 4, c. 5) there was an equitable rule that a legacy to a widow in satisfaction of dower had priority over other legacies, on the ground that the widow was, in a manner, a purchaser of the legacy. Section 12 of the Act virtually enacts that nothing in the Act contained should interfere with the above rule. The rule, however, had no application in cases where the husband left no land out of which his widow was

dowable, as under such circumstances she could in no sense be considered a purchaser. This was the case in *Re Greenwood*, as there was a general devise of real estate which effectually barred the right of dower. It was, however, only barred by virtue of section 4 of the Act; and it was contended that such a bar must not be allowed to interfere with the above rule of equity. Strong reliance was placed on a *dictum* of MALINS, V.C., in *Roper v. Roper* (24 W. R. 1013, 3 Ch. D. 714) to the effect that when the will itself bars the right to dower the right to priority under the above rule is saved by the 12th section. With this *dictum*, which created a curious anomaly in the general law of dower, CHITTY, J., found himself unable to agree, and declined to allow any priority to the widow's legacy.

AMENDMENT UNDER ORDER 14.

WE have called attention, on more than one previous occasion, to the need which is felt for a new rule of the Supreme Court giving discretion to the "court or a judge," on the hearing of a summons under order 14, to remove technical defects from a specially-indorsed writ by amendment, without terminating the proceedings for summary judgment. Lapse of time does not in any way decrease that need. On the contrary, it increases it, because, as time goes on, it becomes clearer and clearer that the removal of this power to amend, which was effected by *Gurney v. Small* (1891, 2 Q. B. 584), has produced a deterioration in the working of order 14. The operation of that important order was perfectly smooth prior to *Gurney v. Small*, because it was the practice in chambers to exercise a discretionary power to amend. *Gurney v. Small* decided that there was no jurisdiction to exercise such discretionary power where it was directed to removing a technical defect in the special indorsement of the writ; and since that case order 14 has worked with friction, with increased expense and delay, and with decreased certainty and precision. If the Rule Committee have any doubt as to the accuracy of this assertion, we refer them, without hesitation, to the masters who sit in judges' chambers, on whom the duty devolves of giving judicial effect to the whole system of procedure for summary judgment under order 14. The masters must of necessity know better than anyone else can how order 14 is working, for the administration of justice under that order forms not only a part, but the greater part, of their work from day to day in chambers. Long and varied experience has made them highly skilled in this work, and therefore their opinion would be that of experts. Let the Rule Committee ask them if the working of order 14 would not be greatly improved by a rule giving them discretionary power to amend the writ on the hearing of the summons under that order. If their answer is in the affirmative, it should at least induce the authorities to give the matter full consideration.

We venture to suggest a very simple method of dealing with this difficulty without altering or qualifying any existing rule. Ord. 14, r. 4, is in the following words:—

4. If it appear that the defence set up by the defendant applies only to a part of the plaintiff's claim, or that any part of his claim is admitted, the plaintiff shall have judgment forthwith for such part of his claim as the defence does not apply to or as is admitted, subject to such terms, if any, as to suspending execution, or the payment of the amount levied or any part thereof into court by the sheriff, the taxation of costs, or otherwise, as the judge may think fit. And the defendant may be allowed to defend as to the residue of the plaintiff's claim.

The whole difficulty created by *Gurney v. Small* might, it is suggested, be removed if that provision were made into sub-section (1) of the rule, and its intention carried one step farther by the addition of the following sub-section:—

- (2) If it appear that the plaintiff's claim includes any item or demand which does not properly form part of a special indorsement within ord. 3, r. 6, the judge may order such item or demand to be struck out by amendment, and may, if he shall think fit, and subject to the provisions of these rules, forthwith order judgment to be entered for the remaining part of the

plaintiff's claim, subject to such terms as to costs occasioned by the amendment as may be just.

It may be that some reluctance exists to interfere in any way with the rules of procedure towards summary judgment under order 14, and it may be freely admitted that great caution is necessary in any attempt of the sort. Procedure under order 14 is based upon the special indorsement of the writ under ord. 3, r. 6. The last-named rule is specific in its terms, and all its six sub-divisions are hedged about with decisions of a more or less technical character, determining the limits of their comprehensive capability. An indorsement of claim is either within that rule or it is not. If it is, then order 14 applies to it. If it is not, then order 14 does not apply to it, because the opening words of the latter rule are, "Where a defendant appears to a writ of summons specially indorsed under ord. 3, r. 6," &c. Any provision which would in any degree weaken the absolute dependence of order 14 on its sister rule, ord. 3, r. 6, would work a fundamental change and weaken the foundation on which the whole system of procedure towards summary judgment rests. If, therefore, the additional rule above suggested would have any such effect as this, or if its terms are not in strict conformity with the existing provisions of order 14, it may be freely conceded that the objections to it would be overwhelming. But it is not open to any such objection.

Ord. 14, r. 1, empowers a plaintiff whose claim is within the terms of ord. 3, r. 6, to obtain judgment for the whole of his claim on an affidavit that the defendant has no defence to the action, unless the defendant can shew that he has a good defence, or discloses such facts as may be deemed sufficient to entitle him to defend. Rule 4, in one sense, qualifies rule 1, and, in another sense, extends its operation. Where a defendant can shew a defence to part of the plaintiff's claim, he has a clear right to defend as to that part. Rule 4 restricts this right of defence to the particular part of the claim to which it ought in justice to apply, and, at the same time, gives the judge power to order judgment for the plaintiff for the undisputed portion of his claim. The necessity for this, if justice is to be done between the parties, is obvious, for if rule 1 stood alone, without rule 4, the defendant's right of defence to part of the claim would shut the plaintiff out from summary judgment for the remainder; or else the plaintiff's right to judgment for the undisputed part of the claim would unjustly override the defendant's right to defend as to the disputed part.

Let us apply this line of reasoning to the addition to rule 4 which we have suggested above. It will be seen that no mention is made in the suggested sub-section of any defect in the special indorsement by omission, but merely to the inclusion therein of any item which ought not technically to have been included. It may be that the proposed power to amend might be extended with advantage to errors of omission as well as of commission; but when we deal with omissions we are on more debateable ground, and therefore we leave them alone. We will take a very common form of technical error in a special indorsement by the inclusion of an item which ought not to be included. A plaintiff claims £20 for money lent, and adds a claim for interest. Every requirement of ord. 3, r. 6, is satisfied, and the writ is specially indorsed with the exception that, there being no agreement to pay interest, the amount claimed under that head ought not properly to have been included. It would surely be in strict conformity with the spirit of the existing rule 4 of order 14, and with the requirements of justice, to allow the judge to strike out that item for interest and give the plaintiff judgment for the £20 claimed. The power would be discretionary, and the discretion would be exercised with due regard to all the circumstances of the case. It would be difficult, even if we were regarding the question without the benefit of past experience, to see what possible objection could be urged against the creation of such discretionary power. But we have the advantage of being able to regard the proposal in the light of long experience. For ten years that discretionary power to amend under order 14 was exercised freely in chambers by masters and judges before it was discovered that there was no power to exercise it. During the whole of that time order 14 worked smoothly and well. Surely that fact alone is sufficient ground for restoring by authority the same power which was exercised so long and so beneficially without authority.

In one way *Gurney v. Small* may prove to have been a blessing in disguise. Previously to the decision in that case the leave to amend was given on the hearing of the summons under order 14, which was adjourned in order to allow the amendment to be made. A reference to the addition to rule 4 which we have suggested will show that its terms empower the judge (or master) to amend by striking out the objectionable item, and to straightway give judgment for the plaintiff for the part of the claim to which he is entitled and which is not affected by its inclusion, subject to such terms as to costs occasioned by the amendment as may be just. The plaintiff may well be condemned in costs occasioned by his error, without being delayed in the recovery of the amount unquestionably due to him.

CONCERNING PARLIAMENTARY ELECTIONS.

III.

ELECTION EXPENSES.

THE controversy that recently raged in the *Times* and still smoulders in the press as to the date at which expenses incurred by a Parliamentary candidate become "election expenses" within the meaning of sections 28 and 33 of the Corrupt Practices Act, 1883, is one on which the last word has not yet, perhaps, been said, and we propose to treat the important issue which it raises with some detail.

The Corrupt Practices Prevention Act, 1854, provided that the words "candidates at an election" should "include all persons elected as members to serve in Parliament at such election, and all persons nominated as candidates, or who shall have declared themselves candidates at or before such election" (section 38). This definition was, however, repealed by 21 & 22 Vict. c. 87, s. 3, and the following interpretation clause substituted therefor:—"All persons elected to serve in Parliament at such election, and all persons nominated as candidates at such election, or who shall have declared themselves candidates on or after the day of issuing the writ for such election, or after the dissolution or vacancy in consequence of which such writ is issued." If we pass by the *Windsor case* (1 O'M. & H. 3), in which the point seems to have been mooted but not directly raised, the interpretation of this definition was first considered judicially in the *Youghal petition* (1 O'M. & H. 291).^{*} The facts were as follows:—Mr. T. WEGUELIN, the candidate whose election for the borough of Youghal was impeached, had announced himself as a candidate on the 29th of July, 1868. Almost immediately afterwards a considerable amount of treating, for which he was proved to be responsible through his agents, took place. The dissolution of Parliament, in consequence of which the election was held, occurred in the following August. A petition was presented against Mr. WEGUELIN's return, and, at the hearing before O'BRIEN, J. (Feb. 19, 1869), a public-house bill, containing items incurred before the dissolution, was put in by the petitioner as evidence of treating. Mr. BUTT, Q.C., on behalf of the respondent, objected that, under 21 & 22 Vict. c. 87, s. 3, a person did not become a candidate, and consequently no treating could take place, till after the dissolution of Parliament. O'BRIEN, J., reserved the objection for the Court of Common Pleas, which held that the respondent was a candidate at the time when the treating took place, and that the election was, therefore, void. "If a party," said the Lord Chief Justice of Ireland, "does the acts (prohibited by the statute) before the dissolution, intending to become a candidate, but does not in fact after the dissolution become a candidate, and is not elected, he cannot be guilty of the statutable offence of treating; but the respondent, having been elected, is, in our opinion, guilty of the offence, though committed before the dissolution." Of course, this case related to corrupt practices, and not to "election expenses"; but it indicates that, not the taking place of a dissolution, nor the issuing of the writ, but the declaration by a person of his intention to come forward as a candidate, was, under the old law, the test of whether he was or was not, within the meaning of the Corrupt Practices Acts, "a candidate at an election."

In the Corrupt Practices Act, 1883, the only provisions rele-

^{*} The arguments of counsel in this case are fully reported in 3 Lr. C. L., at p. 530.

vant to the present inquiry are (1) section 63, by which the definition of "candidate at an election" prescribed by 21 & 22 Vict. c. 87, s. 3, is practically preserved; (2) the words "expenses incurred on account of, or in respect of, the management of an election" in section 28; and (3) the words "election expenses" in section 33.

The interpretation of these provisions has twice been brought under judicial consideration.

In the *Borough of Norwich case* (4 O'M. & H. 84) the question arose whether certain expenses incurred before the respondent, Mr. BULLARD, had declared himself a candidate ought to be scheduled. Those expenses were caused (a) by a meeting of electors at which a resolution was passed in favour of a requisition being got up to ask the respondent to stand, (b) by the preparation and circulation of this requisition, and (c) by a second meeting at which the respondent was present and consented to come forward as a candidate. CAVE and DENMAN, JJ., decided in favour of the respondent. "To my mind," said Mr. Justice CAVE in language which has often been quoted, "there is a great distinction between the expenses of getting a candidate and the expenses of promoting his election after you have got him. If the primary and direct and real object is to get a candidate, I think that the expenses incurred in so doing are not within the Act, although indirectly they promote the interests of the party. If the nominal object is to get a candidate, but the real object is to promote the election of the individual candidate, then I should say it would be within the Act." In this case it seems to be assumed that the question whether election expenses are or are not scheduleable is a question of fact, and that—as under the old law—the announcement by a person of himself as a candidate is the time at which he becomes a "candidate at an election."

Crossman v. Gent-Davis—the Kennington case (4 O'M. & H. 93)—is the stronghold of those who maintain that no expenses need be scheduled until the writ is issued. This was a petition against the return of Mr. R. GENT-DAVIS for the Kennington division of Lambeth at the General Election of 1885. The petitioners relied upon the facts that the respondent had contributed a sum of £20 towards the expenses of registration, and had established a newspaper styled the *South London Standard*, in which his claims were advocated. Neither the subscription towards registration nor the expenses of the newspaper had been scheduled. FIELD and DAY, JJ., dismissed the petition, with costs. The subscription towards registration was clearly not an "election expense"; and it would have been straining the language of the Act to hold that the cost of the newspaper—which was started on the 29th of August, 1885 (three months before the election), and died a natural death in January, 1886, leaving a debt of £500 behind it, ought to have been scheduled. The ratio *decidendi* of the case, therefore, merely was that the expenses complained of were not, in fact, election expenses. The manner in which the petitioners' case had been put before the Election Court seems to have left a decidedly unfavourable impression (*cf.* 54 L. T. N. S. 628) on the minds of the judges. But we are at a loss to find in either of the official reports of the case those *obiter dicta* which were alleged in the *Times* to suggest that until the writ was issued and the contest entered upon, with a vacancy positively existing, the candidate is not required to include in his return the expenses of his campaign, and we submit that the *Youghal* and *Norwich cases* govern and dispose of the problem under consideration.

REVIEWS.

BOOKS RECEIVED.

The Corporation Duty: Its History, Law, and Practice. With Suggestions for an Amendment and Extension of the Act imposing the same. By MORTON STRODE JACKSON, of the Inland Revenue, Somerset House. Stevens & Sons (Limited).

The Law relating to Corrupt and Illegal Practices at Parliamentary, Municipal, and other Elections, and the Practice on Election Petitions. With an Appendix of Statutes, Rules, and Forms. By MILES WALKER MATTINSON, Barrister-at-Law, and STUART CUNNINGHAM MACASKIE, Barrister-at-Law. Third Edition. Waterlow & Sons (Limited).

Costs in the County Courts under the County Courts Act, 1888, the

Admiralty Jurisdiction Acts, and the County Court Rules, 1889 and 1892. With Sections and Rules relating thereto. Together with Tables of the References in the Act, and Rules to Costs generally, and Notes and References throughout, and Precedents, with Numerical References to the items in the Scale of Costs. By R. T. HUNTER, Chief Clerk of the Stockton-on-Tees County Court. Waterlow & Sons (Limited).

CORRESPONDENCE.

CONCERNING AN APPROACHING EVENT.

[To the Editor of the Solicitors' Journal.]

Sir,—I am afraid I must be given up as incorrigible. I have carefully read the correspondence in your columns and your own articles under the head of "Current Topics," but I cannot convince myself that it can be right or justifiable to perform a public duty, such as the exercise of the franchise unquestionably is, solely or chiefly with reference to private or professional interests. To do so is as much a sale of one's vote as if it were given in consideration of a money bribe.

Yet this is what you advocate. In your notice of last week you urge the interviewing of the candidates on the express ground that they are more pliable than members. You apparently share my views to some extent, for you advocate a private interview, and deprecate publicity. How publicity is to be avoided I do not see. Its avoidance will not rest with the interviewers, but with the interviewed. A candidate who declined to give the required pledge, and who, therefore, feared the loss of the votes and influence of the solicitors in his constituency, would certainly refer to the opposition of the lawyers as a ground for support by those who advocated law reform.

Is it seriously urged that a Conservative solicitor should vote against, or refuse to vote for, a Conservative candidate who declared himself in favour of compulsory registration of title, or that a solicitor holding Radical views should take similar action towards the candidate with whose views on public policy he otherwise agreed? If not, with what object is the interview sought? If merely for argument, it had better be postponed until it is known whether the candidate is in a position to deal with the question in the House.

I agree with you that, whichever party is successful, the introduction of a Bill for compulsory registration of title is inevitable. I have attended several political meetings recently, and at every one the question has been raised with the evident assent of the large majority present. It may be said (and no doubt with truth) that the electors do not understand what the question involves, and have been misled by the promises held out to them on the subject, but the feeling is very evident. Moreover, it must not be forgotten that the House of Lords, which mainly consists of large landowners, who have solicitors by whom the whole question has been fully explained to them, have declared in favour of compulsion, and it is difficult to say that they do not understand their own interests.

Personally, I think them wrong, and if a Bill for compulsory registration of title be introduced I shall be ready, if permitted, to do all in my power, by interview and argument, to point out the cost and trouble which compulsory registration will involve. If the Bill become an Act, those who are affected by it will find out, when too late, how little these evils were realized.

While I think such a Bill will be introduced, its passing will be by no means an easy task, and, as neither party will have a large majority, it is probable that argument will not be without effect, and, even if the compulsory clause be not wholly removed, some arrangement as to the extent to which, and the time when, compulsion shall take effect may be come to. Solicitors would have much greater weight in such an argument if they had studiously kept themselves aloof from electioneering pressure—which will certainly be resented, and will only bring out strongly the greatly diminished nature of their influence at the polls under the present system.

Lincoln's-inn, June 28.

BENJ. G. LAKE.

[See observations under the head of "Current Topics."—ED. S. J.]

THE EQUITY BAR.

[To the Editor of the Solicitors' Journal.]

Sir,—I understand that the benchers of Lincoln's-inn have been inquiring into the cause of the failure of the inn to attract its normal share of students. But the reason is not far to seek. It is to be found in the decline of the equity bar. Nor is this to be wondered at. At the present moment we have a common law Lord Chancellor and a common law Master of the Rolls. Both the law officers are common lawyers. In the highest tribunal of the land equity is represented by a single law lord. The administration of the law of bankruptcy has been transferred to the Queen's Bench Division.

Even the winding up of companies—which is specially appropriated by the Judicature Act, to go no farther back, to the Chancery Courts—is intrusted to a common law judge, and equity practitioners may get such consolation as they can out of the fact that he sits as an additional judge of the Chancery Division.

To crown all, Sir Edward Fry, who is perhaps the greatest living master of equity, has been replaced in the Appeal Court by a judge of the Queen's Bench Division. These facts speak for themselves.

Lincoln's-inn.

L.L.B.

[Should not the absolute inertness of the equity bar be added to 'he factors'?—ED. S. J.]

CASES OF THE WEEK.

Court of Appeal.

KIRKHEATON LOCAL BOARD v. AINLEY & SON—No. 1, 27th June.

RIVERS POLLUTION ACT, 1876 (39 & 40 VICT. C. 75)—POLLUTION OF STREAM—LIABILITY OF PERSON DISCHARGING SEWAGE INTO SEWER COMMUNICATING WITH STREAM.

This was an appeal from a decision of a divisional court (Lawrance and Wright, J.J.) setting aside an order which had been made by the judge of the Huddersfield County Court. The proceedings were taken by the plaintiffs under the Rivers Pollution Act, 1876, to restrain the defendants, who were large manufacturers within the urban sanitary district of the plaintiffs, from causing sewage and other refuse matter from their premises to be carried into a stream called the Kirk Ings Beck, whereby the said stream was rendered foul and unsanitary. It was proved at the trial that there were in the plaintiffs' district two natural watercourses, which were vested in the plaintiffs under the Public Health Act, 1875, as being sewers. One of these watercourses ran under the defendants' works, where it received the sewage from a large number of waterclosets as well as trade refuse. These two sewers converged at a point below the defendants' premises and ultimately ran into the Kirk Ings Beck, the stream which the defendants were charged with polluting. Complaint was first made of the pollution in the year 1888, and prior to the present proceedings the matter had been the subject of litigation both on the part of the present plaintiffs and also by the owner of a house situated near the brook in question. Section 3 of the Rivers Pollution Act, 1876, provides that every person who causes to fall or flow, or knowingly permits to fall or flow, or to be carried into any stream any solid or liquid sewage matter shall be deemed to have committed an offence against this Act, and by section 10 offences against the Act are to be restrained by a summary order of a county court. In the present case the county court judge made the order asked for, but the Divisional Court set it aside, on the ground that the defendants were not the persons responsible for pouring the sewage into the stream. The plaintiffs appealed.

THE COURT (LORD ESHER, M.R., and BOWEN and A. L. SMITH, L.J.J.) dismissed the appeal.

LORD ESHER, M.R., said that the first question was whether the defendants were offenders against the Rivers Pollution Act, 1876. Could they be said to have caused the objectionable matter to have flowed into the stream? The sewage started from the defendants' premises, and entered the sewer, and the sewer flowed into the stream. The sewage could not have got into the stream if the defendants had not acted as they did; they were the *causa causans*. The fact that the objectionable matter passed through a sewer before reaching the stream did not prevent the defendants from being persons who caused a pollution of the stream. But the plaintiffs had been guilty of a dereliction of their duty in not dealing with the sewage so as to prevent the pollution. The wrongful act of one person could not, however, excuse that of another; and, therefore, both the plaintiffs and the defendants were within the Act: the defendants for causing the pollution, and the plaintiffs for permitting it. Under these circumstances, ought the plaintiffs to obtain an injunction against the defendants? It was clear from the Act that the granting of an injunction was a matter of discretion, and if they thought that the county court judge was wrong in granting an injunction in this case, and that was a ground of appeal, they ought, in the exercise of their discretion, to refuse the injunction. The defendants had a perfect right to send their sewage into the sewer, and the plaintiffs ought to have dealt with it so as not to have caused a public and general nuisance, and they had given no reason for not having dealt with it: therefore, the plaintiffs being joint offenders with the defendants, if the court were to grant the injunction asked for, they would be enabling the plaintiffs to cast off the duty which they owed to the public. In his opinion, the decision of the Divisional Court was right, and the injunction ought to be refused.

BOWEN, L.J., said that he was of the same opinion. The defendants were offenders against the Rivers Pollution Act, but he had no doubt that there were means in the possession of the local board by which the disposal of the sewage in the sewers might have been dealt with. Having regard to the conduct of the plaintiffs, it would be most unjust that they should be allowed to put the law in force against the defendants when the sole object of the proceedings on the part of the plaintiffs was to free themselves from the necessity of dealing with the question of the sewage. There was nothing in the suggestion that that court could not deal with the case on the merits, and on the merits of the case the injunction ought to have been refused.

A. L. SMITH, L.J., concurred. Appeal dismissed.—COUNSEL, Dodd,

Q.C.; Bosanquet, Q.C., and C. M. Atkinson. SOLICITORS, Van Sandau, for Mills, Nalder, & Mills, Huddersfield; Brooke, Freeman, & Batley.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

High Court—Chancery Division.

Re GREENWOOD, GREENWOOD v. GREENWOOD—Chitty, J., 2nd and 25th June.

DOWER—LEGACY IN SATISFACTION—PRIORITY—REAL ESTATE DISPOSED OF BY THE WILL—DOWER ACT (3 & 4 WILL. 4, c. 105, s. 12).

A testator who married after the 1st of January, 1834, when the Dower Act came into operation, devised a house to his widow for life and bequeathed to her a life annuity of £500 per annum. He then devised all his real estate to his son and bequeathed a legacy of £10,000 to each of his daughters, directing that his wife's annuity should be paid out of his personal estate in exoneration of his realty and declaring that the provision made for his wife by his will was in satisfaction of her dower. The personal estate being insufficient to pay the legacies and annuity in full the widow claimed priority. Counsel for the widow pointed out that the testamentary bar operated solely by virtue of the Dower Act, s. 4, and relied on section 12, enacting "That nothing in this Act contained shall interfere with any rule of equity or of any ecclesiastical court by which legacies bequeathed to widows in satisfaction of dower are entitled to priority over other legacies," and the explanation of the section by Malins, V.C., in *Roper v. Roper* (24 W. R. 1013, 3 Ch. D. 714).

CHITTY, J., said that the rule of equity referred to was that where a legacy was bequeathed to a widow in satisfaction of her right to dower she was regarded as a purchaser of the legacy, and if she elected to take the legacy in lieu of the dower to which she was entitled it had priority over other legacies if the personal estate proved insufficient. The rule, however, being founded on the right to dower, had no application where she had no such right, e.g., if the testator left no real estate, as in such a case she was not a purchaser of the legacy. In the present case the testator's disposition of his real estate effectually barred the dower. The meaning of section 12 of the Dower Act was considered by Malins, V.C., in *Roper v. Roper*. He there held that the widow had no priority over other legacies in respect of an annuity bequeathed to her in satisfaction of dower where the only real estate of the testator had been conveyed to him with a declaration against dower. His lordship thought that decision was right, but in the report of the judgment a dictum was attributed to the Vice-Chancellor to the effect that if the dower had been barred by the will the widow would have been entitled to priority. With this dictum his lordship was unable to agree. The statute made no difference between the effect of a bar by deed and a bar by will, and both were equally effective. If the husband's will consisted simply of an absolute disposition of his lands, the widow's right to dower would be gone; and it would be strangely inconsistent that the gift of a legacy in satisfaction of dower should have the effect of reviving the right to dower so as to make the widow a purchaser of the legacy. It was said that section 12 was rendered inoperative by this construction, but this was not so. The section only took the rule as it stood and did not alter or enlarge it. It would still apply in some cases, e.g., if a husband covenanted not to bar the dower (section 11), and then attempted to dispose of his lands by will giving his widow a legacy in satisfaction of dower, her right to dower would not be barred, but she would be put to her election. If she elected to take the legacy in satisfaction she would be a purchaser within the rule. So if a husband gave his widow a legacy in satisfaction of dower and died intestate as to real estate the section would apply. His lordship declared that the widow was not entitled to priority.—COUNSEL, R. F. Norton; T. Wiglesworth. SOLICITORS, Ridsdale & Son.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

1892. 1 Ch. 93
Re BOLTON, MORANT v. BOLTON—Chitty, J., 29th June.

VERBAL PROMISE OF INDEMNITY—LIABILITY UNDERTAKEN AT THE REQUEST OF ANOTHER—STATUTE OF FRAUDS (29 CAR. 2, c. 3), s. 4.

This was a short point arising under the 4th section of the Statute of Frauds. A verbal undertaking was given by Sir F. Bolton to the effect following—viz., that in consideration that the firm of Gadsden & Treherne would procure Messrs. Roberts & Co., bankers, to make a loan of £4,000 to the Anglo-Rhenish Land Mining Co. (Limited), and would personally guarantee to the bankers repayment of the loan, he, Sir F. Bolton, would, to the extent of £2,000, repay to Gadsden & Treherne whatever they should be called upon to pay to the bankers under such guarantee. The advance was made, and the bankers subsequently called upon Gadsden & Treherne to repay the £4,000, which they did, and now claimed to be indemnified out of Sir F. Bolton's estate, he having died without repaying them. The estate proving insolvent, it was contended by other creditors that the above undertaking should have been in writing as being a "promise to answer for the debt, default, or miscarriage of another person" within the 4th section of the Statute of Frauds.

CHITTY, J., said the case did not fall within the section. It was not a promise to answer for the debt, default, or miscarriage of another, but an original contract between the parties whereby Sir F. Bolton agreed to pay £2,000 in an event which had happened. If Messrs. Gadsden & Treherne had, at the request of Sir F. Bolton, paid money to a third person, a promise to repay it need not have been in writing, and this case was in substance the same (*vide* judgment of Parke, J., afterwards Lord Wensleydale, in *Thomas v. Cooke*, 8 B. & C. 728). The case might be put more shortly thus: "If A. undertakes a liability at the request of B. and upon a promise by B. to repay to A. what he, A., pays under the liability, B.'s

promise is not within the Act." The decision of Malins, V.C., in *Wildes v. Dudlow* (23 W. R. 435, L. R. 19 Eq. 198) was directly in point, and was binding on his lordship. In his judgment the Vice-Chancellor had reviewed the authorities, and his lordship thought it unnecessary to go through them again and contented himself with saying that he thought the Vice-Chancellor's conclusion was right.—COUNSEL, *Hatfield Green; Farwell, Q.C., and Hadley; Wilks Bunt. Solicitors, Trinders & Capron; Gadsden & Treherne; Spencer Whitehead, for Milcard & Co., Birmingham.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

COOKE v. GILBERT AND OTHERS—North, J., 25th June.

PROCEDURE—SHORT CAUSE—ABSENCE OF DEFENDANT—INTERLOCUTORY JUDGMENT AGAINST ONE DEFENDANT ONLY.

This was an action to restrain the defendants from erecting on the "cathedral site," at Ashley-gardens, Westminster, any building, other than a cathedral or other ecclesiastical building, higher than seventy-five feet high. It had been set down for hearing as a short cause. The land had been let by certain of the defendants, the trustees of the late Cardinal Manning, to the other defendants for the purpose of erecting thereon a panorama, which was to be only temporary. The defendants, other than the trustees, were willing to consent to a perpetual injunction. The minutes of order asked for a perpetual injunction against these defendants, who were to pay the costs of the plaintiffs in these proceedings, and all further proceedings were to be stayed. The registrar took the objection that the order could not be made in the absence of the other defendants, the trustees.

NORTH, J., held that the order could not be made at the hearing in the absence of the other defendants, but that an interlocutory order could be made. The matter would, therefore, be treated as interlocutory, and the order made against the defendants who appeared.—COUNSEL, *Macaskie; G. Hart. Solicitors, Blanco White; Lindo & Co.*

[Reported by G. B. M. COORE, Barrister-at-Law.]

Re THE PINKNEY & SONS' STEAMSHIP CO. (LIM.)—Kekewich, J., 28th June.

COMPANY—REDUCTION OF CAPITAL—ISSUED AND UNISSUED SHARES—REDUCTION OF ISSUED SHARES ONLY—COMPANIES ACTS, 1867 AND 1877.

This was a petition for reduction of capital. The capital of the company was £350,000, divided into 35,000 shares of £10 each; 20,534 shares had been issued and were fully paid up. The remaining 14,466 had not been issued. A portion of the capital, to the extent of £2 10s. per issued share, had been lost, and the company now proposed to reduce its capital by writing off £2 10s. on each of the issued shares, leaving the unissued shares intact.

KEKEWICH, J., said that, under the proposed reduction, there would henceforth be two classes of ordinary shares, namely, £10 shares and £7 10s. shares. In *Re Agricultural Hotel Co.* (1891, 1 Ch. 396) he had expressed a doubt whether a company could reduce its capital in the way proposed. He found, however, that in the case of the *Neuberg-Vautin (Patents) Gold Extraction Co.* (unreported), Stirling, J., on the 19th of March, 1892, sanctioned a reduction under circumstances similar to those here. With that authority before him he was prepared to make the order required.—COUNSEL, *E. A. Hadley. Solicitors, Stocken & Jupp, for Pinkney & Bolam, Sunderland.*

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

Winding-up Cases.

Re INTERNATIONAL MINING SYNDICATE (LIM.), *Ex parte C. F. SMITH; Re SAME, Ex parte M. H. SIMPSON*—Vaughan Williams, J., 25th June.

CONTRIBUTORY—CONDITIONAL AGREEMENT TO TAKE SHARES—EVIDENCE—AFFIDAVITS SWORN IN ANOTHER ACTION—REPUTATION OF AGREEMENT—ACQUIESCENCE—ACTS ULTRA VIRES—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 23, 38, 74, 98.

These were separate applications by summons on the part of two alleged contributories to have their names removed from the list of contributories in this winding up. In each case it was sought to remove the name from such list on the ground that the name did not appear on the register of shareholders, and that there had been no contract to become a member of the company in respect of the shares as to which the question arose. It was admitted that the names were not on the register in respect of those shares, but it was said that there had been in each case a contract to become a shareholder in respect thereof under the following circumstances:—A suggestion appears to have been made that Smith and Simpson should, in the event of a new issue of shares, which was contemplated, not being taken up by the public, make themselves responsible for the provision of part of the money to be thus raised. In pursuance of this suggestion Smith wrote and signed a letter, undertaking to take up certain shares, if called upon, and then sent the same to Simpson for the purpose that it should be signed by him, and then forwarded to the company. Simpson signed, but before signing added before the signatures certain words (in good faith, but without authority), altering the proposal contained in the letter from an offer of the two persons signing to take thirty shares jointly into an offer to take fifteen shares each. The public did not take up the shares, and thereupon the directors caused to be written to Smith and Simpson respectively letters calling upon them to take up shares which, it was contended, with Smith and Simpson's letter, constituted a completed contract in each case. Smith returned the

application forwarded to him, but without payment of the amount payable in respect of the shares, having, as he considered, a set-off, and it was further contended that, even if the letters did not constitute a contract between Smith and the company, the return by Smith of the application, together with the letter to him, did constitute such a contract. Simpson repudiated any liability to take the shares. It was attempted in the course of the hearing to read to the court affidavits sworn in another action by one of the applicants, reference being made to ord. 37, r. 3, and the note thereto on p. 652 of the Annual Practice. Objection was taken on behalf of the applicant. The court referred to Taylor on Evidence, 8th ed., p. 644, and to *Richards v. Morgan* (12 W. R. 162, 4 B. & S. 641), and refused to hear such affidavits. On behalf of Smith reliance was placed on sections 74, 38, and 23 of the Act of 1862, and it was contended that there was no agreement which could have been enforced at the date of the winding-up order; and, further, that, if there was an agreement at any time, the company had rescinded it. Against him there were cited *Nicol's case* (29 Ch. D. 421, 33 W. R. Dig. 40), *Kitao's case* (4 Ch. D. 774, at p. 782; 25 W. R. Dig. 51), *Gunn's case* (16 W. R. 97, at p. 98; L. R. 3 Ch. 40, at p. 43), *Re Licensed Victuallers' Mutual Trading Association* (37 W. R. 674, 42 Ch. D. 1), *Re Anglo-Austrian Printing and Publishing Co., Ex parte Isaacs* (40 W. R. 362, 518; W. N., 1892, p. 29), *Reese River Silver Mining Co. v. Smith* (17 W. R. 1042, at pp. 1045, 1046; L. R. 4 H. L. 64, at p. 77), *Winstone's case* (27 W. R. 752, 12 Ch. D. 239), *Duff's case* (32 Ch. D. 301, 34 W. R. Dig. 33), *Jackson v. Turquand* (L. R. 4 H. L. 305, 18 W. R. Dig. 8). It was also said that directors had no power to rescind an agreement to take shares in the absence of a special power in the articles of association, and *Fletcher's case* (16 W. R. 75) was referred to. For Simpson it was also urged that the company acquiesced in his repudiation. Against him *Gorriassen's case* (21 W. R. 323, 536; 8 Ch. App. 507) and *Hall's case* (18 W. R. 818, 1058; L. R. 5 Ch. 707) were cited in addition to the cases above.

VAUGHAN WILLIAMS, J., said that the effect in law of the original letter, as signed by Smith, and as altered and signed by Simpson, was manifestly different, and that, in his opinion, that letter, with the letter from the company to Smith, did not constitute a contract. Nor did the return by Smith of the application, together with the letter written on behalf of the directors, constitute a contract. The directors' letter, by anticipation, accepted the application which Smith was therein invited to make, and, in his opinion, the acceptance might precede the application, but he did not think that the application made was the same application as that which Smith was invited to make—an application accompanied with payment of the amount payable in respect of the shares. The company did not think that they were bound to accept the application unless accompanied with the cash payment, and, taking this view, determined, in his opinion, to refuse, and did refuse, the application. He thought, therefore, that Smith's name should be removed from the list of contributories. In Simpson's case also he thought that the name should be removed from the list, on the ground that the offer of Simpson was conditional upon Smith taking up an equal number of shares, and that, as Smith, with the assent of the company, did not do so, the contract of Simpson was never completed, or was avoided by non-performance of the condition. His lordship considered, on the evidence, that both Smith and Simpson, if ever by contract members of the company, had repudiated their liability, and that such repudiation was accepted by the company. It was said that the directors had no authority to repudiate or accept the repudiation. He could not agree to this. It was admitted that the directors had authority to compromise a dispute; this was settled by authority. Directors, in a case where they were acting honestly, had authority to settle a real dispute as to liability by giving up any claim of the company. The official receiver must pay the costs.—COUNSEL, *Fischer, Q.C., and H. Terrell; Robinson, Q.C., and H. Seymour Eastwood; Secord Brice, Q.C., Baume, and Christopher James. Solicitors, Garnett & Harrison; H. A. Graham; George Blagden.*

[Reported by J. F. WALKY, Barrister-at-Law.]

Re LAXON & CO. (No. 2)—Vaughan Williams, J., 27th June.

MEMORANDUM OF ASSOCIATION—SOME OF THE SUBSCRIBERS INFANTS—CERTIFICATE OF REGISTRATION—CONCLUSIVENESS OF CERTIFICATE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 6, 18.

This creditors' petition, transferred from a county court to the High Court by his lordship's order, which was affirmed on appeal (*ante*, p. 592), was heard to-day. The petitioners now asked that the company might be wound up as an unregistered company under Part VIII. of the Act of 1862, under the circumstances stated (*ante*, p. 592). The names of the infants had been recently removed from the register by an order of the Chancery Division. It was contended for the petitioners that the company was not entitled to the benefit of limited liability under the Act, and sections 5-8, 11, and 16-18, and also section 199, were referred to. For the company the decision of Hall, V.C., in *Re Nassau Phosphate Co.* (24 W. R. 692, 2 Ch. D. 610) and *Peel's case* (15 W. R. 1100, 2 Ch. App. 674) were relied on. In *re National Debenture and Assets Corporation* (39 W. R. 707, only in the Court of Appeal; 1891, 2 Ch. 505) was also referred to.

VAUGHAN WILLIAMS, J., said he should not make the order asked for. The contract of the infants was only voidable, and was valid until rescinded. The infants, at the time of signing, were "persons" within the meaning of section 6 of the Act of 1862, and there were therefore more than the seven signatories to the memorandum of association required by that section. That view was taken in *Re Nassau Phosphate Co.*, and was approved by Kekewich, J., in *Re National Debenture and Assets Corporation*. His lordship, at the desire of all parties, consented to make an order to wind up the company as a registered company. The creditors who appeared in support of the petition were not allowed any costs.—COUNSEL,

Levett, Q.C., and Eve; Chadwyck-Healey, Q.C., and Younger; Phipson Beale, Q.C., and Arkle; Shearman and M. J. Paterson. SOLICITORS, Field, Roscoe, & Co., for Coley & Coley, Birmingham; Warren, Merton, & Miller, for Woodcock & Co., Coventry; Sharpe, Parker, Pritchards, & Barham, for Hughes & Masser, Coventry; Powell & Rogers, for Streetly, Coventry.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re NEW BRITISH IRON CO. (LIM.)—Vaughan Williams, J., 25th June.

PRACTICE—PETITION—VOLUNTARY WINDING UP—DEFECTIVE ADVERTISEMENT—COMPANIES WINDING-UP RULES, 1890, RR. 34 (2), 177 (1)—COSTS OF PARTIES APPEARING IN SUPPORT.

This was a creditors' petition, and a supervision order was asked for. The requirements of rule 34 (2) of the Companies Winding-up Rules, 1890, as to the advertisement of petitions had not been duly complied with, no advertisement having been put in a local paper, but it was urged that no substantial injustice had been done by this omission, notice having been, in fact, given to all the creditors and advertisements inserted in various London papers, and that the court might, under rule 177 of the Companies Winding-up Rules, 1890, hear the petition. The said rule directs (1) that "no proceeding under the Acts shall be invalidated by . . . any irregularity unless the court . . . is of opinion that substantial injustice has been caused by the . . . irregularity, and that the injustice cannot be remedied by any order of that court." There was no opposition, and the application was supported on behalf of the company and of debenture-holders. A debenture-holders' action was pending, in which a receiver had been appointed. The receiver and the proposed liquidator were the same person, and the creditors were stated to have confidence in him.

VAUGHAN WILLIAMS, J., observed that, if the proposed appointment was made, there would be only one person to represent parties whose interests were antagonistic. He could not make the petitioners take a compulsory order, but the court could look after the interests of the unsecured creditors, and it was his duty to protect them. He would make the supervision order here, on the understanding that the fact of his so doing was to be advertised. His lordship on this occasion allowed one set of costs, as asked for, between the debenture-holders and the company, who had appeared in support, according to the old practice, but said that in future, unless he thought that creditors and other persons appearing before him had reason to anticipate a contest, he should not allow even one set of costs.—COUNSEL, *Howard Wright; C. E. E. Jenkins; C. D. Musgrave. SOLICITORS, Freshfield & Williams; Murray, Hutchins, & Stirling.*

[Reported by J. F. WALEY, Barrister-at-Law.]

Bankruptcy Cases.

Re VINCE, Ex parte TRUSTEE IN BANKRUPTCY—C. A. No. 1, 24th June.

BANKRUPTCY—PARTNERSHIP ACT, 1890, ss. 2 (3) (d), 3—28 & 29 VICT. c. 86 (BOVILL'S ACT), ss. 1, 5—ADVANCE TO PERSON IN BUSINESS—INTEREST VARYING WITH PROFITS—ALLOWANCE TO BE MADE IN RESPECT OF INTEREST ON INABILITY TO PAY BY REASON OF DEFICIENCY OF PROFITS—AGREEMENT VOID FOR UNCERTAINTY—RIGHT TO PROVE FOR SUM ADVANCED.

Appeal from the judgment of a divisional court (40 W. R. 428), reversing an order of the judge of the County Court of Norfolk, in the bankruptcy of John Vince, admitting the proof of Dudley Baxter for a sum advanced to Vince in pursuance of an agreement, dated the 28th of October, 1889, between John Vince of the one part and Dudley Baxter of the other part, by which it was provided that "whereas by recent audit of the books of account of the trade and business of John Vince there appears, according to the statement thereof signed by John Vince, that there is now due to him for credits £4,252 18s. 5d., and liabilities owing by John Vince £2,698 6s. 9d., which he hereby agrees to discharge within three months, and there are no other debts or incumbrances in any way affecting the same, as John Vince doth hereby declare, which is hereby agreed shall be the basis of the proposal hereinafter made. And whereas John Vince has accordingly requested Dudley Baxter to lend and advance him the sum of £4,500, which sum Dudley Baxter has agreed to advance upon the terms and in manner hereinafter appearing. It is hereby agreed for the considerations aforesaid, and in consideration of the said sum of £4,500 paid to John Vince by Dudley Baxter, that John Vince shall and will punctually pay interest on the same to Dudley Baxter by two regular half-yearly payments, on the 28th of April and the 28th of October in each year, of £462 10s. for every half-year. And that in case John Vince should be unable to pay unto Dudley Baxter any portion of the half-yearly payments upon any part of the said sum of £4,500, by reason of the deficiency of the profits of John Vince, then and upon every such occasion a due allowance shall be made by Dudley Baxter to John Vince in respect of the same in a fair and reasonable manner." By the Partnership Act, 1890 (53 & 54 Vict. c. 39) [which repeals, but in substance re-enacts Bovill's Act (28 & 29 Vict. c. 86)], s. 2 (3) (d), it is provided that "the advance of money by way of loan to a person engaged or about to engage in any business on a contract with that person that the lender shall receive a rate of interest varying with the profits, or shall receive a share of the profits arising from carrying on the business, does not of itself make the lender a partner with the person or persons carrying on the business or liable as such. Provided that the contract is in writing, and signed by or on behalf of all the parties thereto." By section 3, "In the event of any person to whom money has been advanced by way of loan upon such a contract as is mentioned in the last foregoing

section . . . being adjudged a bankrupt, entering into an arrangement to pay his creditors less than twenty shillings in the pound, or dying in insolvent circumstances, the lender of the loan shall not be entitled to recover anything in respect of his loan . . . until the claims of the other creditors of the borrower . . . for valuable consideration in money or money's worth have been satisfied."

LORD ESHER, M.R., said that the question raised by the objection taken to the appellant's right to prove was whether the written agreement brought his loan to the bankrupt within the terms of Bovill's Act; if it did, he was postponed to the other creditors. The court had, therefore, to construe the agreement to ascertain whether the rate of interest on this loan was to vary with the profits of the business. He was of opinion that the agreement was worded so artificially and so mysteriously that it was impossible to know what the provision as to the rate of interest meant. A promise must be reasonably certain; and if the parties had expressed the matter of their agreement in such uncertain or imperfect terms that it was impossible to ascertain any definite meaning, the agreement was necessarily void. Treating the agreement as too vague to be binding, the appellant was entitled to come in with the other creditors and prove for the money he had lent.

BOWEN, L.J., gave judgment to the same effect, and said that the agreement provided that there was to be an allowance made in respect of interest in a fair and reasonable manner when there was inability to pay the agreed rate. If they had been of opinion that there was a standard in the agreement by which that allowance might be measured, they would then have had to determine the difficult question whether such a provision brought the agreement within the Act at all. But there was nothing by which the allowance could be measured. *Pearce v. Watts* (L. R. 18, Eq. 493) shewed that where a reservation or allowance was intended, but was void for uncertainty, the whole agreement became void. He expressed no opinion as to whether the view of the court below—that inability to pay meant inability to pay out of profits—was correct.

A. L. SMITH, L.J., in concurring, said that, if he had thought that the allowance contemplated by the agreement could be ascertained, he should have been of the same opinion as the court below, that the agreement was for a rate of interest varying with profits, and consequently within Bovill's Act. But he thought that it was impossible to say on what basis the allowance was to be made. Appeal allowed.—COUNSEL, *Cooper Willis, Q.C., and Everley; M. Muir Mackenzie. SOLICITORS, F. J. & G. J. Braikenridge, for Nevill & Atkins, Tamworth; Crowders & Vizard.*

[Reported by J. P. MELLOR, Barrister-at-Law.]

Solicitors' Cases.

Re BRISCOE, BRISCOE v. AXWORTHY—Kekewich, J., 24th June.

SOLICITOR'S COSTS—ASSIGNMENT—CHATELS RECOVERED IN AN ACTION—APPLICATION BY ASSIGNEE FOR CHARGING ORDER—23 & 24 VICT. c. 127, s. 28.

Under a compromise, sanctioned by the court, in an action, the plaintiff recovered certain chattels. The solicitor, who had acted for her throughout the proceedings, assigned his costs relating thereto. This was an application by the assignee for a declaration under 23 & 24 Vict. c. 127 that he was entitled to a charge upon the chattels.

KEKEWICH, J., referred to *Baile v. Baile* (L. R. 13 Eq. 497), and said that according to the principle of the decision in that case an assignee was entitled to apply under the statute for a charging order, and the court had power under the statute to declare a charge upon chattels in his favour. He would, therefore, allow the application.—COUNSEL, *Eustace Smith; Vernon Smith; Underhill; Ford. SOLICITORS, Farman & Dumas; J. H. Moggridge; W. H. Hudson; Ralph Raphael.*

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING TO BE HELD ON THE 8TH JULY, 1892.

Notices of Motion.

Mr. CHARLES FORD will move:

"That in the opinion of this society it is desirable that its members in general meeting assembled should have power to consider the way in which the committee consisting of members of the council, appointed by the Master of the Rolls under the Solicitors Act, 1888, performs its duty."

Mr. CHARLES FORD will call attention to the neglected state of legal education as regards articled clerks, and will move:

"That in the opinion of this meeting the system of legal education for articled clerks at present provided by the society is unsatisfactory."

Mr. R. S. FRASER will move:

"That the county court houses and offices in the metropolitan county court districts, established in 1847, do not, by reason of the increase of population and commerce therein since that time, adequately meet the convenience and needs of the many thickly-populated outlying localities included in such districts; and that a petition be presented to the Lord Chancellor praying him to recommend Her Majesty in Council to direct such redistribution of the existing metropolitan county court districts, and the addition of such court houses and offices, as shall appear to his lordship to be just and reasonable."

Mr. WILLIAM GODDEN will move:

"That the recent and threatened extension of officialism is opposed to public policy and to the wishes of the persons whose private interests are concerned, who prefer to manage their own affairs in their own way and to leave the transaction of their business to agents of their own choosing."

We continue (from page 596) our extracts from the report of the council for the present year:—

Circuit System.—At the annual provincial meeting of the society, held at Plymouth in August last, the subject of the circuit system was discussed, and a report of what took place appears in the minutes of the proceedings and resolutions of the meeting, a print of which has been sent to each member of the society. In November last, the president addressed a letter to each of the provincial law societies, in which he asked them to let him know the opinion entertained by them on the subject. Replies were received from twenty law societies: eight were in favour of making no change in the existing system; two thought that, if assizes were abolished in all but the large towns, then all legal proceedings should be initiated in the county court; two were not prepared to make any definite suggestion; four advocated large centres, but no extension of the jurisdiction of county courts; and four suggested reorganization and centralization.

Legal Procedure.—A committee of members of the society was appointed by resolutions passed at general meetings of the society to consider this subject, particularly with reference to the report on the Judicature Acts, which, it was understood, was being prepared by a committee of the council of judges. The committee held numerous meetings, and on the 28th March, 1892, they presented to the council the report on the subject which is printed in the appendix hereto. This report was adopted by the council subject to two observations, which appear in the appendix, and was subsequently forwarded to the judges, and it is understood they have it now under consideration. The council are very much indebted to those members of the society outside the council who served on the committee. The committee also presented a supplemental report on the subject of the expenses of litigation, which is still under the consideration of the council.

Statutory Rules Bill.—This Bill, referred to in the report of last year as being then in Parliament and having been read a second time, was eventually read a third time and passed in the House of Commons, but so late that it was only brought up into the House of Lords on the Saturday before the prorogation of Parliament. A deputation from the council had an interview with the Lord Chancellor upon the subject, but his lordship considered that the Bill required amendment, and was therefore unable to give facilities for passing it through all its stages in one day. The Bill, consequently, did not pass in that session. With the view to the introduction of the Bill into the House of Lords this session the council communicated with the Master of the Rolls (Lord Esher), but he was unable to take charge of the Bill, and the council were advised that it would be better to postpone its reintroduction until next year. A clause in the Bill of last year proposed to enact that all statutory rules should be published by the Queen's printer every year in the same way as the statutes at large. The Government have adopted this part of the scheme without waiting for the passing of the measure, and the great importance of the subject will be seen from the fact that the volume comprising the rules made during the year 1890 consists of over 1,000 pages, full size octavo, and that the index to the statutory rules in force at the time of the first publication consists of 242 pages.

Admission in England of Colonial Solicitors.—The council have taken into consideration a communication from the Law Institute of Victoria, and a despatch from the Governor of Queensland, urging that there should be reciprocity between those colonies and the United Kingdom with regard to the admission of solicitors. The council considered that the request of the colonies in question, or of any colony which comes under the provisions of the Colonial Attorneys Relief Acts, should be acceded to, subject to the regulations of such colonies providing adequately for the service of students, and for their examination in legal subjects, and intimations to this effect have been conveyed to the colonies in question. They have also been informed that an Act of Parliament will be required to carry the suggestion into effect.

Call of Solicitors to the Bar.—In 1891 communications were received from the Bombay Law Society, and from certain solicitors practising in Madras asking the council to present memorials from them to the Inns of Court, praying that the fourteenth of the Consolidated Regulations of the Four Inns of Court, enabling solicitors who have practised in England for five years, should be read as including solicitors admitted in England and who have practised in India for the same period. The council being of opinion that the request ought to be acceded to, provided that a certificate of fitness be obtained in each case from the Chief Justice of the place in which the solicitor practised, so informed the Four Inns of Court, who appointed a joint committee to consider the matter. The joint committee have recommended an amendment or addition to the consolidated regulations, so as to make rule fourteen extend to solicitors admitted in England who have practised for five consecutive years in any one colony or dependency, substituting a certificate of the Chief Justice of such colony for the certificate of two members of the Council of the Incorporated Law Society. This resolution has been adopted by three of the inns.

County Courts.—Last year the council informed the members of the steps they had taken with the view of obtaining the amendment of the County Court Rules and Scales of Costs. The rules have since been issued, but the council were not afforded an opportunity of examining them in draft and of making observations and suggestions upon them. The council have reported upon the rules as issued, shewing the principal alterations affecting practitioners which have been made. Some of the suggestions made from time to time by the council have been adopted, but they point

out with regret that a number of important suggestions made by them to the Rule Committee have not been adopted. The council are gravely dissatisfied with the revised scale of solicitors' costs, which effects very little improvement on the former scale, and in several cases is more disadvantageous to practitioners. The report was forwarded to the Lord Chancellor and the Rule Committee of the County Court Judges. Beyond this the council can do nothing at present; but if an opportunity should be afforded they will again press their views before the proper authorities. A representation was also made by the council to the Lord Chancellor on the subject of the want of uniformity in the forms of instructions for plaints in the various metropolitan county courts, and they have suggested the establishment of a central issuing office for plaints. They have also suggested that a court should be opened near the Royal Courts of Justice for hearing remitted cases. These subjects are now under the consideration of the Lord Chancellor.

Retainers of Counsel.—In 1890 the council, after numerous communications and interviews with the Attorney-General, issued, with his approval, a set of rules on the subject of the retainers of counsel. Some time afterwards the Bar Committee issued a report on the subject, shewing how far, in their opinion, the rules did or did not express the present practice. Subsequently the council had an interview with representatives of the Bar Committee, and agreed to the principles on which two of the rules might be modified. It appeared, however, that with reference to one of these rules the Attorney-General was opposed to any modification. A further interview has taken place between representatives of the Bar Committee and the council, at which some minor points of difference were settled, and the Bar Committee were requested to submit the rules as settled to the Attorney-General for his approval.

Counsel's Fees.—The council have thought it right to call the attention of the Bar Committee to a matter of very considerable importance in connection with this subject, upon which complaints are frequently made by members of the solicitor branch of the profession, but as the answer of the Bar Committee has not yet been received, it is not thought expedient at present to enter into further detail.

Solicitors (Magistracy) Bill.—The object of this Bill is to enable solicitors to act as justices of the peace for any county, although they may practise within that county. This is the fourth year in which the Bill has been before Parliament, and the council have each year petitioned in its favour, and urged that it would be for the public advantage that men who have had a legal training, and who possess the knowledge and experience which solicitors acquire, both before admission and in the course of their practice, should not be restrained from administering justice in magisterial courts in their own counties, subject to the provision which the Bill contains prohibiting a solicitor magistrate from practising, either by himself or his partners, before the bench of which he is a member. A notice of motion having been given to continue the restriction in question until it could be shewn that the vast majority of the profession were in favour of the change, the council addressed a communication to the provincial law societies, suggesting the desirability of presenting petitions in favour of the Bill. This suggestion has been largely responded to.

Voluntary Settlements.—In their last annual report the council drew attention to the case of *Re Briggs and Spicer* (39 W. R. 377; 1891, 2 Ch. 127), in which it was decided that no title can be made to land comprised in a voluntary settlement within ten years from the execution of the settlement. This seemed to the council to go far beyond anything required for the legitimate protection of the creditors of the settlor, and they therefore addressed a communication on the subject to the President of the Board of Trade, suggesting that he should promote an Act of Parliament for protecting the rights of persons deriving title for valuable consideration to any property comprised in a voluntary settlement, provided the transaction under which the title is derived takes place before the date of the receiving order against the settlor, and that the person deriving the title has not at the time of the transaction notice of any act of bankruptcy. The President of the Board of Trade considered that such a provision would go too far, but he did not see that any harm could arise from protecting *bona fide* sales for full and valuable consideration from trustees of voluntary settlements, the proceeds of the sale being rendered liable to the claims of creditors in substitution for the property sold. The council addressed a further communication to the President of the Board of Trade, in which they dwelt upon the importance of the subject and pointed out that there are many cases where voluntary settlements are necessarily and properly made, under which no question of the rights of creditors is at any time likely to arise, but the execution of which under the existing law is now surrounded with difficulties. They added that anyone may for value transfer property or any interests in property, and where there is no notice of an act of bankruptcy the rights of the transferees are unassailable; and they were unable to see why the same protection should not be afforded to the rights of transferees, whether acquired directly from the owner or from those to whom he has made a voluntary transfer. In many cases land is the subject of a gift to a relative or of a voluntary settlement. As the law now stands it may be questioned whether any lease or dealing with such property within ten years can be supported or enforced, whether made in accordance with the provisions of the Settled Land Act or otherwise. Thus great doubt and uncertainty are introduced, and many meritorious arrangements are prejudiced. The council suggested that the proper course to adopt would be that after three months from the date of a voluntary gift or settlement all interests created for value under it should be protected, while full recourse should be reserved against trustees and beneficiaries as regards the proceeds arising from any dealing with the property. A reply has been received from the President of the Board of Trade to the effect that in his opinion, if the suggestion of the council were adopted, undue facility would be afforded for fraudulent assignments

of property by insolvent debtors to the injury of their creditors. He admitted that there were, as stated by the council, many cases in which voluntary settlements are necessarily and properly made, under which no question as to the rights of creditors is at any time likely to arise, and if such cases could be distinguished from others in which such questions are likely to arise, and if the proposed legislation were limited to the former class, he would concur with the society in promoting legislation to secure the object in view. He suggested for the consideration of the society whether some simple but effective procedure might not, with the aid of legislation, be devised for avoiding the uncertainties at present attending a voluntary settlement of property by interposing the sanction of the court to the settlement at the time of its execution, to be given upon satisfactory evidence of the grantor's solvency. He thought that if such a procedure could be devised there would probably be no objection to declaring such a settlement or any conveyance under it to be absolutely protected, but that in the absence of such a provision or of some other means by which conveyances tending to defraud creditors can be effectually defeated, he could not concur in the change in the law indicated. The council are not satisfied with the result of the correspondence, and the matter is still under consideration.

Imprisonment for Debt.—In pursuance of a resolution passed at the special general meeting held on January 30, 1891, the council appointed a committee to consider (1) whether it would be expedient to procure legislative rules to guide the judges as to the sufficiency of evidence on which imprisonment for debt should be ordered, and (2) whether the onus of proving want of means should be cast on the debtor. The committee have, in accordance with the instructions given at the special general meeting, made their report, which has been adopted by the council. With regard to the first point, the committee were of opinion that no such rules are required or could be usefully framed. They considered that the difficulties which beset the exercise of the jurisdiction as to imprisonment for debt do not arise from any inability on the part of the judges to deal with the evidence before them, but from the insufficiency of the evidence itself. Even if rules could be framed for the guidance of the judges, they could, in the opinion of the committee, be easily disregarded unless they were made imperative, in which case all judicial discretion would be taken away. With regard to the second point, the committee were of opinion that as far as regards the superior courts the onus should rest on the debtor, but that in county court cases it would be both unnecessary and inexpedient to throw the onus of proving want of means on the judgment debtor. The majority of these debtors belong to the wage-earning class, and have as a rule no professional assistance, and the committee were strongly of opinion that it would be a hardship upon them if the suggested alteration in the practice were carried into effect. The committee pointed out that there seemed to be no reason why a creditor desiring to enforce a judgment of the High Court in the High Court itself should, as at present, be required to make two applications for the issue of a judgment summons when only one is necessary for the issue of a like summons in the county court. They also suggested that as regards creditors in the High Court, the rule which forbids the issuing of a judgment summons without leave after the expiration of four months from the date of the last payment into court should be altered by extending the period to twelve months, as the existing rule frequently drives a creditor to issue a judgment summons when he would be otherwise disposed to arrange for payment. The council have forwarded this report to the Lord Chancellor and the law officers of the Crown, who have promised to give it careful consideration.

(To be continued.)

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar:—**LINCOLN'S INN.**—Josiah Oldfield, M.A., B.C.L., Oxford; Edward James Morgan Chaplin, M.A., Oxford; Walter Ashburner, M.A., Fellow of Merton College, Oxford; Edmund Gibbs Kimber, University of London; Frederick Alexander Durham; Julius Hirschfeld; Martin Henry Fitz-Patrick Morris, B.A., Dublin; Frederick Charles Tomlinson, B.A., Cambridge; and Charles Russell James.

INNER TEMPLE.—Augustus Peere Williams-Freeman, B.A., Cambridge; Agdul Majeed Khan, Oxford; John Octavius Herdman, B.A., Dublin; Percy Houghton Brown, B.A., LL.B., Cambridge; Julian Edward Bellamy, M.A., Cambridge; William Briggs Thompson, B.A., Oxford; the Hon. Arthur Algernon Capell, Oxford; Harold George Parsons, B.A., Oxford; William Alexander Forbes, Cambridge; Francis Head, Bulkeley-Johnson, B.A., Cambridge; Robert Henry Forster, M.A., LL.B., Cambridge; Henry E. Holme, Cambridge; Charles B. Marriott, B.A., Oxford; William H. Mullens, M.A., LL.M., Cambridge; G. L. J. Wilson, B.A., Oxford; John Goring Johnston, B.A., Oxford; Michael Joseph Bernard Murphy; Philip Reginald Valladares; Robert Scott Hunter, B.A., Oxford; Charles Johnstone Willock, B.A., Cambridge; Edward Turner Packard, B.A., Oxford; William Vere Reeve Fane, B.A., Cambridge; Thomas Frank Marshall, B.A., LL.B., Cambridge; Aubrey Francis Wootton Wootton, B.A., Oxford; Octavius Francis Christie, B.A., Oxford; Bernard Perks, B.A., Oxford; Bernard Wicks; Syed Mahdi Hasan, B.A., Cambridge; John Croydon Caldicott, M.A., Oxford; Richard Cornthwaite Lambert, B.A., Cambridge; Enrique John Solano; Malcolm George Fleming, B.A., Oxford; Thomas Reeves Blakely, Cambridge; Harold Cyril Palmer Castle, B.A., Oxford; Rowland Rowlands, LL.B., Cambridge; William Frederic Ludlow de Quetteville, M.A., Oxford;

Alexander Cockburn M'Barnet, B.A., Oxford; Arthur Hudson, B.A., Oxford; Charles Godfrey Somerville M'Alester, B.A., Oxford; Norman Carlyle Craig, B.A., Cambridge; and Manekji Pestanji Modi.

MIDDLE TEMPLE.—Archer Moresby White, Barstow Law Scholar, First Class Roman Law Council of Legal Education Studentship, First Lecture Prize Jurisprudence and Constitutional Law, First Class Middle Temple Equity and Common Law and Criminal Law Scholarships, Joseph Hume Scholar, Jurisprudence, University College, London, Honours Solicitors' Final Examination; Edward Ellershaw, Roman Law Council of Legal Education Studentship, B.A., State College of Kentucky; Felix Henry Valentine Gottlieb; Thomas Dawson Moorhead, B.A., Trinity College, Dublin; Cecil Edgar Owen, B.A., St. John's College, Cambridge; James Thompson; George Bertram Milne Redhead, M.A., Trinity College, Cambridge; Albert G. Villegas; John Buchan Brodie MacMahon, B.A., London University; Percy Musgrave Cresswell Sheriff; Lindsey Smith, First and Second Class Middle Temple Common and Criminal Law Scholar and Second Class Real and Personal Property Scholar; Arthur James Comyn, University of London; Farrar Reginald Mostyn-Cleaver, King's College, London, and Cape of Good Hope University; Robert William Macdonald; John Sankey, B.A., B.C.L., Jesus College, Oxford; Frank O. Hartley, B.A., Trinity College, Dublin, Kenneth E. Milliken, B.A., Corpus Christi College, Oxford; Edward John Roche Surrag, B.A., LL.B., Pembroke College, Cambridge, Middle Temple Common Law Scholar; Muhammad Shafi, Middle Temple International Law Scholar; Mahtabuddin Ahmad, Calcutta University; James Edward Geoffrey de Montmorency, B.A., LL.B., Cambridge University; Harry Wilkins; Bapooibhai Iadavaraya Mozmoodar; John Penry Oliver; Mohammad Zahoor, St. Xavier's College, Calcutta; William Channing Arnold, B.A., University College, Oxford; Syed Hasan Imam; Henry William Howard Knott, Downing College, Cambridge, Middle Temple First and Second Class Equity Scholar, Campbell Foster Prizeman; John Fletcher Twemlow Royds, B.A., Trinity College, Cambridge; Peary Chand Dutt; Mahomed Ahmed Uddin, B.A., LL.B., St. John's College, Cambridge; Ali Hosan Khan; and Abdul Hakim Khan.

GRAY'S INN.—William Muir, M.A., Queen's University, Ireland, Balliol College, Oxford; Robert James John Willis, George Rhodes, John Christopher Shorunkeh-Sawyer, and Lala Prabh Dial, B.A., Cambridge; Murison Allan and William Burton, B.A., University of Madras; and Arthur George Lancelot Hendry, M.A., Christ's College, Cambridge.

NEW ORDERS, &c.

THE MAYOR'S COURT OF LONDON, RULES, 1892.

(Continued from page 597.)

ORDER III.

Payment into and out of Court and Tender.

1. O. XXII., r. 1.] Where any action is brought to recover a debt or damages, any defendant may, before or at the time of delivering his defence, or at any later time by leave of the Court or a Judge, pay into Court a sum of money by way of satisfaction, which shall be taken to admit the claim or cause of action in respect of which the payment is made; or he may, with a defence denying liability, (except in actions or counter-claims for libel or slander) pay money into Court which shall be subject to the provisions of Rule 6: Provided that in an action on a bond under the Statute 8 & 9 Will. III. c. 11 payment into Court shall be admissible to particular breaches only, and not to the whole action.

2. O. XXII., r. 2.] Payment into Court shall be signified in the defence, and the claim or cause of action in satisfaction of which such payment is made shall be specified therein.

3. O. XXII., r. 3.] With a defence setting up a tender before action, the sum of money alleged to have been tendered must be brought into Court.

4. O. XXII., r. 4.] If the defendant pays money into Court before delivering his defence, he shall serve upon the plaintiff a notice specifying both the fact that he has paid in such money, and also the claim or cause of action in respect of which such payment has been made. Such notice shall be in the Form No. 2 in Appendix A., with such variations as circumstances may require.

5. O. XXII., r. 5.] In the following cases of payment into Court under this Order, viz.:—

(a.) When payment into Court is made before delivery of defence:

(b.) When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into Court is made, is not denied in the defence:

(c.) When payment into court is made with a defence setting up a tender of the sum paid:

the money paid into Court shall be paid out to the plaintiff on his request, or to his solicitor on the plaintiff's written authority, unless the Court or a Judge shall otherwise order.

6. O. XXII., r. 6.] When the liability of the defendant, in respect of the claim or cause of action in satisfaction of which the payment into Court has been made, is denied in the defence, the following rules shall apply:—

(a.) The plaintiff may accept, in satisfaction of the claim or cause of action in respect of which the payment into court has been made, the sum so paid in, in which case he shall be entitled to have the money paid out to him as hereinafter provided, notwithstanding the defendant's denial of liability, whereupon all further proceedings, in respect of such claim or cause of action, except as to costs shall be stayed; or the plaintiff may refuse to accept the money in satisfaction and reply accordingly, in

which case the money shall remain in court subject to the provisions hereinafter mentioned:

- (b) If the plaintiff accepts the money so paid in, he shall, after service of such notice in the Form No. 3 in Appendix A. as is in Rule 7, mentioned, or after delivery of a reply accepting the money, be entitled to have the money paid out to himself on request, or to his solicitor on the plaintiff's written authority, unless the Court or a Judge shall otherwise order:

- (c) If the plaintiff does not accept, in satisfaction of the claim or cause of action in respect of which the payment into Court has been made, the sum so paid in, but proceeds with the action in respect of such claim or cause of action, or any part thereof, the money shall remain in Court and be subject to the order of the Court or a Judge, and shall not be paid out of Court except in pursuance of an order. If the plaintiff proceeds with the action in respect of such claim or cause of action, or any part thereof, and recovers less than the amount paid into Court, the amount paid in shall be applied, so far as is necessary, in satisfaction of the plaintiff's claim, and the balance (if any) shall, under such order, be repaid to the defendant. If the defendant succeeds in respect of such claim or cause of action, the whole amount shall, under such order, be repaid to him.

7. O. xxii., r. 7.] The plaintiff, when payment into court is made before delivery of defence, may within four days after the receipt of notice of such payment, or when such payment is first signified in a defence, may before reply, accept in satisfaction of the claim or cause of action in respect of which such payment has been made the sum so paid in, in which case he shall give notice to the defendant in the Form No. 3 in Appendix A., and shall be at liberty, in case the entire claim or cause of action is thereby satisfied, to tax his costs after the expiration of four days from the service of such notice, unless the court or a judge shall otherwise order, and in case of non-payment of the costs within forty-eight hours after such taxation, to sign judgment for his costs so taxed.

8. O. xxii., r. 8.] Where money is paid into court in two or more actions which are consolidated, and the plaintiff proceeds to trial in one, and fails, the money paid in and the costs in all the actions shall be dealt with under this Order in the same manner as in the action tried.

9. O. xxii., r. 9.] A plaintiff may, in answer to a counter-claim, pay money into Court in satisfaction thereof, subject to the like conditions as to costs and otherwise as upon payment into Court by a defendant.

10. O. xxii., r. 11.] Money paid into Court under an order of the Court or a Judge or certificate of a Registrar shall not be paid out of Court except in pursuance of an order of the Court or a Judge.

ORDER IV.

Proceedings in lieu of Demurrer.

1. O. xxv., r. 1.] No demurrer shall be allowed.

2. O. xxv., r. 2.] Any party shall be entitled to raise by his pleading any point of law, and any point so raised shall be disposed of by the Judge who tries the cause at or after the trial, provided that by consent of the parties, or by order of the Court or a Judge on the application of either party, the same may be set down for hearing and disposed of at any time before the trial.

3. O. xxv., r. 3.] If in the opinion of the Court or a Judge, the decision of such point of law substantially disposes of the whole action, or of any distinct cause of action, ground of defence, set-off, counter-claim, or reply therein, the Court or Judge may thereupon dismiss the action or make such other order therein as may be just.

4. O. xxv., r. 4.] The Court or a Judge may order any pleading to be struck out, on the ground that it discloses no reasonable cause of action or answer, and in any such case or in case of the action or defence being shown by the pleadings to be frivolous or vexatious, the Court or a Judge may order the action to be stayed or dismissed, or judgment to be entered accordingly, as may be just.

ORDER V.

Discovery and Inspection.

1. An affidavit shall no longer be necessary on an application for discovery of documents.

2. O. xxxi., r. 21.] If any party fails to comply with any order to answer interrogatories, or for discovery or inspection of documents, he shall be liable to attachment. He shall also, if a plaintiff, be liable to have his action dismissed for want of prosecution, and, if a defendant, to have his defence, if any, struck out, and to be placed in the same position as if he had not defended, and the party interrogating may apply to the Court or a Judge for an order to that effect, and an order may be made accordingly.

3. O. xxxi., r. 22.] Service of an order for interrogatories or discovery or inspection made against any party or his solicitor shall be sufficient service to found an application for an attachment for disobedience to the order. But the party against whom the application for an attachment is made may shew in answer to the application that he has had no notice or knowledge of the order.

4. O. xxxi., r. 23.] A solicitor upon whom an order against any party for interrogatories or discovery or inspection is served under the last preceding rule, who neglects without reasonable excuse to give notice thereof to his client, shall be liable to attachment.

5. O. xxxi., r. 24.] Any party may, at the trial of a cause, matter, or issue, use in evidence any one or more of the answers or any part of an answer of the opposite party to interrogatories without putting in the others or the whole of such answer: Provided always, that in such case

the Judge may look at the whole of the answers, and if he shall be of opinion that any others of them are so connected with those put in that the last-mentioned answers ought not to be used without them, he may direct them to be put in.

ORDER VI.

Admissions.

1. O. xxxii., r. 4.] Any party may, by notice in writing, at any time not later than 9 days before the day for which notice of trial may be given, call on any other party to admit, for the purposes of the cause, matter, or issue only, any specific fact or facts mentioned in such notice. And in case of refusal or neglect to admit the same within 6 days after service of such notice, or within such further time as may be allowed by the Court or a Judge, the costs of proving such fact or facts shall be paid by the party so neglecting or refusing, whatever the result of the cause, matter, or issue may be, unless at the trial or hearing the Court or a Judge certify that the refusal to admit was reasonable, or unless the Court or a Judge shall at any time otherwise order or direct. Provided that any admission made in pursuance of such notice is to be deemed to be made only for the purposes of the particular cause, matter, or issue, and not as an admission to be used against the party on any other occasion or in favour of any person other than the party giving the notice: provided also, that the Court or a Judge may at any time allow any party to amend or withdraw any admission so made on such terms as may be just.

2. O. xxxii., r. 5.] A notice to admit facts shall be in the Form No. 4, in Appendix A., and admissions of facts shall be in the Form No. 5, in Appendix A., with such variations as circumstances may require.

3. O. xxxii., r. 6.] Any party may at any stage of a cause or matter, where admissions of fact have been made, either on the pleadings, or otherwise, apply to the Court or a Judge for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the Court or a Judge may upon such application make such order, or give such judgment, as the Court or Judge may think just.

4. O. xxxii., r. 7.] An affidavit of the solicitor or his clerk, of the due signature of any admissions made in pursuance of any notice to admit documents or facts, shall be sufficient evidence of such admissions, if evidence thereof be required.

ORDER VII.

Arbitrations.

1. O. xxxvi., rr. 48 and 52a.] Where any cause or matter, or any question or issue of fact in any cause or matter, is referred to a Referee, he may, subject to the order of the Court or a Judge, hold the trial at or adjourn it to any place which he may deem most convenient, and have any inspection or view, either by himself or with his assessors (if any), which he may deem expedient for the better disposal of the controversy before him.

2. O. xxxvi., r. 49.] Subject to any order to be made by the Court or Judge ordering the same, evidence shall be taken at any trial before a Referee, and the attendance of witnesses may be enforced by *subpoena*, and every such trial shall be conducted in the same manner, as nearly as circumstances will admit, as trials are conducted before a Judge.

3. O. xxxvi., r. 50.] Subject to any such order as last aforesaid, the Referee shall have the same authority with respect to recovery and production of documents, and in the conduct of any reference or trial, and the same power to direct that judgment be entered for any or either party, as a Judge of the Court.

4. O. xxxvi., r. 51.] Nothing in these Rules contained shall authorize any Referee to commit any person to prison or to enforce any order by attachment or otherwise.

5. O. xxxvi., r. 52.] The Referee may, before the conclusion of any trial before him, or by his report under the reference made to him, submit any question arising therein for the decision of the court, or state any facts specially, with power to the Court to draw inferences therefrom, and in any such case the order to be made on such submission or statement shall be entered as the Court may direct; and the Court shall have power to require any explanation or reasons from the Referee, and to remit the cause or matter, or any part thereof, for re-trial or further consideration to the same or any other Referee; or the Court may decide the question referred to any Referee on the evidence taken before him, either with or without additional evidence as the Court may direct.

6. O. xxxvi., r. 53.] Whenever a report shall be made by a Referee, he shall on the same day cause notice thereof to be given to all the parties to the trial or the reference before him by prepaid post letter directed to the address for service of each party, who shall in due course of post be deemed to have notice of such report.

7. O. xxxvi., rr. 54 and 55a.] Where under section 13 of the Arbitration Act, 1889, the report of the Referee has been made in a cause or matter, the further consideration of which has been adjourned, it shall be lawful for any party, on the hearing of such further consideration, without notice of motion or summons, to apply to the Court or Judge to adopt the report, or without leave of the Court or a Judge to give not less than four days' notice of motion, to come on with the further consideration, to vary the report or to remit the cause or matter or any part thereof for re-hearing or further consideration to the same or any other Referee.

8. O. xxxvi., rr. 55 and 55a.] Where under section 13 of the Arbitration Act, 1889, the report of the Referee has been made in a cause or matter, the further consideration of which has not been adjourned, it shall be lawful for any party by a four days' notice of motion to apply to the Court to adopt and carry into effect the report of the Referee, or to vary the report, or to remit the cause or matter or any part thereof for re-hearing or further consideration to the same or any other Referee.

9. O. XXXVI., r. 55b.] Where the whole of any cause or matter is referred to a Registrar under an order of Court, he may, subject to any directions in the order, exercise the same discretion as to costs as the Court or a Judge could have exercised.

10. O. XXXVI., r. 55c.] The provisions of Rules 1 to 9 of this Order shall apply, where any cause or matter or any question or issue of fact therein is referred to an officer of the Court or to a special Referee or Arbitrator.

(To be continued.)

LEGAL NEWS.

APPOINTMENTS.

Mr. JAMES FORREST FULTON, M.P., B.A., LL.B. Lond., has been appointed Recorder of Maidstone in the place of Mr. Samuel Prentice, Q.C., resigned. Mr. Fulton is the youngest son of the late Colonel Fulton, K.H., and was born on the 12th of July, 1846. He became a student of the Middle Temple on the 17th of April, 1869, and was called to the bar on the 30th of April, 1872. He is a member of the South-Eastern Circuit and senior counsel to the Treasury. He is author of a "Manual of Constitutional History." He married on the 12th of August, 1875, Sophie Browne, eldest daughter of Mr. John B. Nicholson, of Whitby, Yorks.

Mr. EDWARD MONTAGUE LAZARUS, solicitor, 9, New-court, Old Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Lazarus was admitted in August, 1884.

Mr. WILLIAM WYLLI MATHEWS, solicitor, Tavistock, has been appointed a Commissioner for Oaths. Mr. Mathews was admitted in February, 1885.

Mr. HENRY WITHNALL NICHOLSON, solicitor, 24, Basinghall-street, E.C., has been appointed a Commissioner for Oaths. Mr. Nicholson was admitted in June, 1884.

Mr. EDWARD JOHN STANNARD, solicitor, 19, Eastcheap, E.C., has been appointed a Commissioner for Oaths. Mr. Stannard was admitted in December, 1885, after passing the Final Examination with honours.

Mr. WILLIAM VOSS, solicitor, the Vestry Hall, Bethnal Green, has been appointed a Commissioner for Oaths. Mr. Voss was admitted in December, 1882.

Mr. WILLIAM BEER, solicitor, Kingsbridge, has been appointed a Commissioner for Oaths. Mr. Beer was admitted in 1885.

Mr. GEORGE YOUNG CROSS, solicitor, Sunderland, has been appointed a Commissioner for Oaths. Mr. Cross was admitted in March, 1886.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

EDWIN FREDERICK HILL and GEORGE EDWARD SOLLY, solicitors (Hill & Solly), 53 and 54, Chancery-lane, London. June 24. [*Gazette*, June 28.]

GENERAL.

On Tuesday the Royal Assent was given to, among others, the following Bills:—Clergy Discipline (Immorality), Marriages Abroad, Parliamentary Deposits and Bonds, Forged Transfers, Small Agricultural Holdings, Merchant Shipping Acts Amendment, and Railway and Canal Traffic Act (1888) Amendment.

At the Marylebone Police Court on Wednesday Mr. Montagu Williams, Q.C., took his seat on the bench for the first time since his serious indisposition. He looked much improved in health. Mr. Freke Palmer, on behalf of the solicitors practising at the court, congratulated him on his return.

It is stated that the value has been sworn at £8,056 of the personal estate of the Right Hon. Sir Charles Parker Butt, late of Oaklands, Oxshott, Surrey, President of the Probate, Divorce, and Admiralty Division of her Majesty's High Court of Justice, who died at Wiesbaden on May 25 last, without leaving any will.

The result of the voting for the Bar Committee was the election of the following gentlemen:—Mr. Buzard, Q.C., Mr. Forbes, Q.C., Mr. Cozens-Hardy, Q.C., M.P., Mr. Bucknill, Q.C., Mr. Buckley, Q.C., Sir Sherston Baker, the Hon. A. Lyttelton, and Messrs. Alfred Young, William Graham, T. T. Methold, Thomas Snow, James F. Oswald, Charles Mathews, V. R. Smith, J. Alderson Foote, and H. D. Bonsey.

The funeral service of the late Mr. Charles Greville Prideaux, Q.C., Recorder of Bristol, took place on the 23rd ult., at 11 a.m., at St. Cyprian's Church, Park-street, Dorset-square. The Rev. Charles Gutch performed the service. Among those present were Mr. Augustine Prideaux, son of the deceased, Mr. Frank Prideaux, Miss Prideaux, Miss Cole, Mr. Cartwright (Clerk of the Peace of Bristol), Sir George Sherston Baker, Bart. (late Deputy-Recorder of Bristol), Mr. A. M. Colgan, and others. The body was afterwards conveyed to East Finchley (Marylebone Cemetery), for interment.

At the dinner of the United Law Society last week, Lord Justice Smith, in the course of his speech, referred to the recent conferences of judges on the subject of legal procedure, and said that, if they asked him what was the vice of the Act of 1873 as worked out in 1892, he should say that there were far too many rules. He hoped and believed that, as regarded the administration of the law, one of the most important things that would be done would be that, when a man brought his action in a

common law court or a chancery court, if he won his cause and gained a verdict, or was dragged into a court of justice and was successful in his defence, that the scheme of taxation would not be what it had been in the past, but that the man who lost should pay the piper.

The following are the arrangements made by the judges (Denman and Vaughan Williams, JJ.) for holding the Summer Assizes on the Northern Circuit:—The commission will be opened at Appleby on Thursday; at Carlisle on Friday, July 1; at Lancaster on Wednesday, July 6; at Manchester on Monday, July 11; and at Liverpool on Monday, July 25. Civil business will begin at Appleby on Thursday as soon as the criminal business is disposed of; at Carlisle on Monday, July 4, at 10.30; at Lancaster on Friday, July 8, at 10.30; at Manchester on Tuesday, July 12, at 11; and at Liverpool on Tuesday, July 26, at 11, unless otherwise ordered. The trial of special jury causes will begin at Manchester on Thursday, July 14, and at Liverpool on Thursday, July 28, at the sitting of the court. Mr. Justice Denman will proceed round this circuit alone until Manchester is reached, when he will be joined by Mr. Justice Vaughan Williams.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice CRUTTY.	Mr. Justice NORTH.
Monday, July	4	Mr. Rolt	Mr. Pemberton
Tuesday	5	Farmer	Ward
Wednesday	6	Rolt	Pemberton
Thursday	7	Farmer	Ward
Friday	8	Rolt	Pemberton
Saturday	9	Farmer	Ward
Monday, July	4	Mr. Justice STIRLING.	Mr. Justice KEEWICH.
Tuesday	5	Mr. Godfrey	Mr. Clowes
Wednesday	6	Leach	Mr. Jackson
Thursday	7	Godfrey	Clowes
Friday	8	Leach	Mr. Jackson
Saturday	9	Godfrey	Clowes
		Leach	Mr. Jackson

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ALLEN.—June 24, at Olney, Bucks, the wife of Archibald Allen, solicitor, of a daughter.
 BRYCESON.—June 22, at Roslyn, Herbert-road, Shooter's-hill, the wife of Arthur B. Bryceson, solicitor, of a daughter.
 INGRAM.—June 21, at 24, Lewes-crescent, Brighton, the wife of T. Lewis Ingram, of the Middle Temple, barrister-at-law, of a daughter.
 STILLMAN.—June 27, at Ellerslie House, Bishop Auckland, the wife of G. Wallyn Stillman, solicitor, of a daughter.

MARRIAGE.

HULBERT-BURGES.—June 25, at St. Mary's, Bryanston-square, John Henville Hulbert, of Colnehurst, Watford, Herts, and of Lincoln's-inn, to Mary, widow of the late George Burges, of Hawthorndale, Bracknell, Berks.

DEATHS.

BUCKERFIELD.—June 25, at 2, Mortimer-terrace, Highgate-road, Thomas Henchman Buckerfield, of the Middle Temple, aged 84.
 SANDYS.—June 26, at 60, Upper Gloucester-place, Dorset-square, N.W., Richard Hill Sandys, of Lincoln's-inn, barrister-at-law, aged 91.

WARNING TO INTENDING HOUSE PURCHASERS & LESSORS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[Advvt.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, JUNE 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CALEDONIAN (TRANSVAAL) GOLD MINING AND PROSPECTING CO. LIMITED.—Petn for winding up, presented June 21, directed to be heard on July 2. Foss & Ledam, Abchurch lane, solrs for petn. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

FRONDE-MURRELL TORPEDO CO. LIMITED.—Petn for winding up, presented June 21, directed to be heard on July 2. Wilson & Co, Copthall bldgs, petn's solrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

HOUSE INVESTORS' CORPORATION, LIMITED.—Petn for winding up, presented June 22, directed to be heard on July 2. Sampson, Queen st, Cheap-side, solr for petn. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

INTERNATIONAL COMMERCIAL CO. LIMITED.—Petn for winding up, presented June 23, directed to be heard on July 2. Hindson-Miller & Vernon, Moorgate st, petn's solrs. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

PASZOWA (GALICIAN) PETROLEUM CO. LIMITED.—Petn for winding up, presented June 23, directed to be heard on July 2. Baylis & Pearce, 1, Church st, Old Jewry, solrs for petn. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

SANITARY FOOD CO. LIMITED.—Petn for winding up, presented June 18, directed to be heard on July 2. Goldberg & Langdon, West st, Finsbury circus, solrs for petn. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 1.

WHARF BAR SPINNING CO. LIMITED.—Creditors are required, on or before July 1, to send, their names and addresses, and the particulars of their claims, to Alfred Smith, 143, York st, Haywood.

FRIENDLY SOCIETIES DISSOLVED.

EDINGALE UNION SOCIETY, Black Horse Inn, Edingale, Tanworth, Stafford. June 30.
 LOYAL COUNTRY OF SEPTON LODGE, Order of Druids, School House, West Derby, Lancaster. June 30.

London Gazette.—TUESDAY, JUNE 28.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BRIGHTON TURKISH BATH CO., LIMITED.—Creditors are required, on or before Aug 5, to send their names and addresses, and the particulars of their debts or claims, to W. H. Elliott, 54 and 55, Ship st, Brighton.

DELFER LITERAL CLUB CO., LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to T. H. Harrison, Warwick, Derby.

EXCELSIOR COPPER CO., LIMITED.—Petn for winding up, presented June 24, directed to be heard on July 7. Stretton & Co, Cornhill. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6.

NATIONAL LITHOGRAPHIC AND PRINTING CO., LIMITED.—Petn for winding up, presented May 28, directed to be heard on Thursday, July 7. Steinberg, Broad st, Cheapside, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6.

NATIONAL LITHOGRAPHIC AND PRINTING CO., LIMITED.—Petn for winding up, presented June 25, directed to be heard on July 7. Miles, King st, Cheapside, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6.

NATIONAL LITHOGRAPHIC AND PRINTING CO., LIMITED.—Petn for winding up, presented June 27, directed to be heard on July 7. Smith, New inn, Strand. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 6.

NEW ORIENTAL BANK CORPORATION, LIMITED.—Petns for winding up, directed to be heard on June 25, were adjourned, and will be heard on Saturday, July 2: Hollams & Co, Mincing lane, solors for the company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 1.

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JUNE 7.

HINDLEY, JOHN, Farnworth, Lancashire, Spinner. July 5. Hesketh v Hindley, Registrar, Manchester. Dutton, Bolton.

TAYLOR, ARTHUR EDWARD, Boundary rd, St John's Wood, Architect. July 14. Taylor v Taylor, North, J. Moreton, Serjeants' inn, Fleet st.

WHITING, GEORGE, Kingston upon Hull, Provision Merchant. July 7. Clark v Whiting and Kert v Whiting, North, J. Nelson, Goddard st, Doctors' commons.

London Gazette.—FRIDAY, JUNE 10.

POWELL, MARY, Lower Broughton, near Manchester. July 14. Powell v Burgess, Registrar, Manchester. Norton, Manchester.

London Gazette.—FRIDAY, JUNE 17.

LOSS, WALTER HILLIAR COLQUHOUN, Grosvenor Hotel, Buckingham Palace rd, Esq. July 14. Long v Long, Stirling, J. Donaldson, Bedford row.

WEBSTER, JAMES HUME, Abchurch lane, Banker. July 18. Loan and Finance Corporation, Limited v Webster, Chitty, J. Lewis, Ely pl, Holborn.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JUNE 17.

ALLAWAY, JANE, Bath Aug 5 Sewell & Sons, Cirencester.

ARNOFF, EMMA, Matlock st, Stepney July 20 Savery & Stephens, Brabant ct, Philpot lane.

AYRES, MATTHEW, Littleport, Isle of Ely, Farmer June 30 Hall, Ely.

BAKER, EMANUEL, West Coker, Somerset, retired Twine Manufacturer Aug 1 Marsh & Bennett, Yeovil.

BARKER, GEORGE JONES, Hotel Metropole, Northumberland avenue, Esq July 30 Riley & Co, Wolverhampton.

BARRACLOUGH, SQUIRE, Wibsey, Bradford, Butcher Aug 1 Hutchinson & Sons, Bradford.

BRIGGS, THOMAS, St. Ann's Hill, Wandsworth, Esq Aug 1 Waller & Son, Duke st, Adelphi.

BROOKSBANK, DAVID, Rastrick, Yorks, Farmer July 11 Furniss, Brighouse.

BYRNER, HELEN, Bath July 15 Tylee & Co, Essex st, Strand.

BUCKLAND, EDWARD COLTER, Bexley Heath, Kent, Butcher July 20 Carnegie, Bucklersbury.

CARSON, JAMES, North Shields, retired Distributor of Stamps July 4 Brown, North Shields.

CLIDENO, WILLIAM, Northallerton, Carrier July 13 Gardner, Northallerton.

CLIFFORD, HENRY JAMES, Frampton on Severn, Glos, Esq. July 16 Vizard & Co, Dursley.

COLE, CHARLES GEORGE, Strood, Rochester, Gent July 16 Hayward & Smith, Rochester.

COLLINGTON, JOHN WENDEL, St. Holier's, Jersey, retired Major-General Aug 10 Nicholl & Co, Howard st, Strand.

COPIES, JOHN, Bingley, Northumbria July 30 Clayton & Gibson, Newcastle upon Tyne.

DAVENPORT, MARY, Bradford July 9 Mossman & Co, Bradford.

DAY, ANNA MARIA GEORGINA, Ilfracombe August 1 Speckly & Co, New inn, Strand.

DINWIDIE, WILLIAM, Scarborough, Gent July 30 Drawbridge, Scarborough.

DONALDSON, WILLIAM, Erpingham rd, Putney, Relieving Officer July 19 Goldring, Great Tower st.

ELLIOT, LOUISE, Upper Norwood, Surrey Aug 1 Speckly & Co, New inn, Strand.

FORDER, ROBERT LONDON, Great Yarmouth, Furniture Broker July 11 Ayers, Great Yarmouth.

GOULD, HENRY, Grange rd, Clapham, Gent July 18 Bulcraig, Lydon rd, Clapham.

HIBBERT, JULIA, Hill st, Berkeley sq Aug 2 Bircham & Co, Parliament st.

HODGE, JAMES HIRSH, Wilhelms, Walburg st, St George's in the East, Stoker July 20 Birchall, Mark lane.

HOLROYD, JOHN, Sheffield, Razor Scale Presser July 30 W Smith & Sons, Sheffield.

HOOKHAM, HENRY JAMES, Moseley, Worsley July 24 Smith & Co, Birmingham.

HOPKINS, THOMAS NEVILLE, Sway, Hants, Yeoman July 20 Sharp, Lyminster, Hants.

HOWE, SARAH, Penarth, Glam July 21 Morgan, Cardiff.

HUGHES, ELEANOR, Llandiln, co Denbigh July 18 Longueville & Co, Oswestry.

HUMPHRIES, HARRIETTE, Kidderminster July 24 Smith & Co, Birmingham.

JACKSON, JOSEPH, Shirley, co Derby, Gent July 25 Bamford & Co, Ashbourne.

KING, AUGUSTA, Clifton hill, Bristol July 30 E & E A Harley, Bristol.

LISTER, JOSEPH MARTIN, Muckton, Lincs, Clerk in Holy Orders July 11 Wilson & Son, Louth.

LUCAS, WILLIAM, Hyde, co Chester, Reed Maker July 5 Bostock, Hyde.

PAWSEY, JOHN, Elmwell, Suffolk, Butcher July 31 Ashton, Walsham le Willows and Elmwell.

PICKARD, MARY, Aston juxta Birmingham July 28 Blewitt & Co, Birmingham.

POWELL, CYRUS, Scarborough, retired Woollen Manufacturer July 30 Chadwick & Sons, Dewsbury.

REILLY, ELIZABETH, Sutton, nr Frodsham, co Chester July 13 Jolliffe, Chester.

RODHAM, CATHERINE, Scarborough Aug 20 Tate & Co, Scarborough.

SILVER, JOHN, St Luke's rd, Clapham, Gent July 18 Barnard, Westminster Bridge rd, Lambeth.

SPARKS, CHARLOTTE, Hanley Aug 15 W & H Bishop, Hanley.

STYAN, ELIZABETH SHILTON, Burton on Trent July 30 Burton, Burton on Trent.

STYAN, JOHN CHRISTOPHER, Burton on Trent, Gent July 30 Burton, Burton on Trent.

SUTCLIFFE, THOMAS, Accrington, Coal Dealer July 16 Hall & Co, Accrington.

SWINDELL, CATHERINE, Hognaston, co Derby June 30 Stone & Symonds, Wirksworth.

THEWELIS, MARY, Latchford, co Chester July 28 Harvey & Co, Liverpool.

THOMPSON, SAMUEL, Smethwick, Staffs, Maltster July 24 Smith & Co, Birmingham.

TOMBS, JOSEPH, Burton Rectory, Pembs, Clerk Aug 7 Tombs, Fishguard.

TROAKE, JOHN, West Worlington, Devon, Yeoman Aug 10 Sparkes & Pope, Crediton.

WALSH, JOHN, Gracechurch st, Timber Merchant Aug 1 Stileman & Co, Southampton st, Bloomsbury sq.

WARD, HARRIET, Birmingham, Fishmonger July 22 J B Clarke & Co, Birmingham.

WEBBER, ANN, Bankside, Southwark July 16 Satchell & Chapple, Queen st, Cheapside.

WHITEHEAD, SAMUEL, Leeds, Farmer July 23 Harland & Ingham, Leeds.

WORMALL, ABRAHAM, Shaw in Crompton, Lancs, Tailor July 22 Standing & Co, Rochdale.

WREDFORD, SELINA WARD, Clifton, nr Bristol Aug 1 Sparkes & Pope, Crediton, Devon.

London Gazette.—TUESDAY, JUNE 21.

AMADIO, MARIA, Grosvenor villa, Sutton lane, Chiswick July 16 Brooks & Co, Goddard st, Doctor's Commons.

ARMITAGE, PRISCILLA, Sheffield July 31 Clegg & Sons, Sheffield.

BAKER, JOHN, Redland, Bristol, Gent July 31 Parker, Liverpool st.

BARNES, WILLIAM, Whitechurch, Salop, Veterinary Surgeon July 23 Etches, Whitechurch.

BATTY, MARY, Clapton, nr Manchester Aug 1 Needham & Co, Manchester.

BIRD, EMMA REBECCA FRANCES, Hargrave Park rd, Upper Holloway Aug 20 Hudson & Co, Queen Victoria st.

BLATCH, HARRIET, River st, Clerkenwell July 21 F A Dodd, 34, Warrender rd, Tufnell pk, and R C Williams, 35, Jewry st, Aldgate.

BUTLER, WILLIAM, Paddington, Liverpool July 28 Avison & Co, Liverpool.

CAMPBELL, SIR GEORGE, Southwell gardens, M.P., K.C.S.I. Aug 1 Stibbard & Co, Leadenhall st.

COLE, SAMUEL, Pitway, South Petherton, Somerset, Yeoman July 12 Walter, Ilminster.

DALK, THOMAS, Southport, Esq Aug 20 Diggles & Ogden, Manchester.

DAWSON, JANE, Elswick rd, Newcastle upon Tyne Aug 21 Hoyle & Co, Newcastle upon Tyne.

EVANS, HENRY CHARLES, Half Moon st, Mayfair, Lieutenant Colonel in 38th Regiment Aug 1 Sale, Leominster.

FERRIS, OCTAVIUS ALLEN, Dartmouth park avenue, Highgate, Gent July 23 Hurd, Walbrook.

FOSTER, ANN, Hoylake, co Chester July 21 Jones & Co, Liverpool.

GILL, JANE, Rusholme, Manchester Aug 17 Wood & Williamson, Manchester.

GREENWOOD, JOHN, Brentwood, Essex, Gent Aug 1 Cole & Farlow, Church ct, Clement's lane.

GRIFFITH, MARTHA KIRKMAN, Marlow rd, Kensington July 21 Patersons & Co, Lincoln's inn fields.

GUNDRY, THOMAS SEAGRAVE, Marlborough, Wilts, Gent July 25 Merrimans & Gwillim, Marlborough.

HALL, WILLIAM HENRY, Nottingham rd, Upper Tooting, Gent July 18 Barraud & Co, St Mildred's ct, Poultry.

HODGSON, JOHN FISHER, Crawley Down, Sussex, Clerk in Holy Orders Aug 1 Lee & Co, The Sanctuary, Westminster.

JOHNSON, FANNY ELIZABETH MARY LOUISE, Denver, Norfolk July 26 Reed & Wayman, Dordham Market.

KARN, JAMES, Newnham, Glos, Auctioneer July 2 Parker, Newnham on Severn.

LEGG, THOMAS ROWLAND, Winchelsea, Sussex, Wool Stapler July 16 Phillips & Co, Nicholas lane.

LEYCESTER, AUGUSTUS ADOLPHUS, Cookham, Berks, Gent July 1 Weed, Maidenhead.

LEWIS, MARY ANN, Eccleston, nr St Helens July 16 Thomas, St Helens.

LUCAS, LUCY, The Holmes, Rotherham Aug 1 Oxley & Coward, Rotherham and Sheffield.

MAKINSON, LOUISE CAROLINE, Haywards Heath, Sussex Sept 21 Hewitt & Co, Manchester.

MANTON, JAMES, Willersley, Cromford, co Derby, Coachman July 25 Parsons & Co, Leicester.

MASHITEE, WILLIAM, Marsh, Preston, Gent Aug 10 Craven, Preston.

MEADERS, THOMAS, Linsdale Aug 2 Pettit, Leighton Buzzard, Beds.

MOORE, SARAH, Cottingham, Bingley, Yorks July 31 Weatherhead & Son, Bingley.

MORRIS, DAVID PUGH, Welshpool, Montgomery, Gent June 30 Jones & Co, Liverpool.

MORRIS, JOHN PUGH, Welshpool, Gent June 30 Jones & Co, Liverpool.

MORRIS, SAMUEL EVANS, Welshpool, Gent June 30 Jones & Co, Liverpool.

MYERS, WILLIAM, Fellbeck house, nr Pateley bridge, Farmer July 20 Kirby & Son, Hartgate and Pateley bridge.

OAKLEY, ERNEST JOHN, Folkestone, Gent July 25 Stock, Queen Victoria st.

POWELL, ROY EDWARD ARNETT, Caldecote, Cambs, Clerk Aug 15 Ellison & Burrows, Cambridge.

RICHARDS, HARRIET, Birmingham, Jeweller July 23 Cottrell & Son, Birmingham.

SENIOR, HARRIET, Hoadingley, nr Leeds Aug 9 Rider, Leeds.

SCOTT, GEORGE SIDNEY, Cadogan pl, Esq Aug 1 Druces & Attlee, Billiter sq.

SHOUBRIDGE, WILLIAM, Ennerdale rd, Kew gardens, Esq July 25 James & James Ely pl, Holborn cir.

SMITH, MARGARET, Newport, Mon July 25 Gardner & Herbert, Newport, Mon.

STARKEY, HELEN ALSOP, Bowdon, co Chester August 17 Wood & Williamson, Manchester.

SUTTON, JOHN, Leeds, Gent Sept 1 Rider, Leeds.

SWEET, JOSEPH, Bristol August 1 Sinnott & Spofforth, Bristol.

TAYLOR, JEREMIAH, Hunnamby, Yorks, Gent August 1 Gray & Pannett, Whitby.

THORNTON, HENRY, Charlwood, Surrey, Timber Carter August 1 Greco, Redhill.

VARTY, ELIZABETH NEWBY, Belvedere, Kent July 22 Books & Co, King st, Cheapside.

VENUTO DE FRANCESCO, JOSEPH, Clapham rd, Clapham, Ballet Master July 30 G S & H Brandon, Essex st, Strand.

VINCENT, ANN, Balball beath, King's Norton, Worcs July 11 Rowlands, Birmingham.

WINTER, CHARLES STORMANT, Marchmont st, Brunswick sq, Milliner July 29 Pascock South sq, Gray's inn.

WRIGHT, CHARLES, Barnsley, Ironmonger July 30 Eidal, Barnsley.

WYNTER, MARY, Montagu sq July 31 Wade & Lyall, St Helens pl.

YATES, ANNE, Barton upon Irwell, Lancs June 11 Haworth, Manchester.

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, JUNE 24.

RECEIVING ORDERS.

BAKER, HENRY, Carisbrooke rd, High st, Walthamstow, late Butcher High Court Pet May 21 Ord June 21
 BAKER, THOMAS GEORGE, Easton, Glos, Boot Manufacturer Bristol Pet June 20 Ord June 20
 BOUSFIELD, THOMAS, Kingston upon Hull, Book Keeper Kingston upon Hull Pet June 20 Ord June 20
 BRYETT, LEWIS, Girdler's rd, Brook green, Hammersmith, Auctioneer High Court Pet June 21 Ord June 21
 BURT, JAMES, Penzance, Cornwall, Blacksmith Truro Pet June 20 Ord June 20
 CHAFFER, WILLIAM HENRY, Birmingham, Builder Birmingham Pet June 20 Ord June 20
 CLARKE, HENRY, Leicester, Wheelwright, Leicester Pet June 22 Ord June 22
 CLARKE, JAMES, Carlisle, Innkeeper Kendal Pet May 28 Ord June 18
 CLARKE, WILLIAM CHARLES, Gledhow terrace, South Kensington, Builder High Court Pet June 21 Ord June 21
 CLEWER, THOMAS ARTHUR, Burnley, Watchmaker Burnley Pet June 2 Ord June 22
 CROFT, JAMES, Cadishead, Lancs, Tailor Salford Pet June 21 Ord June 21
 FORRESTER, SARAH, Wem, Salop, Coal Merchant Shrewsbury Pet June 21 Ord June 21
 FOXWELL, CHARLES EDWARD, Wells, Somerset, Boot Dealer Wells Pet June 20 Ord June 20
 GREENWOOD, JOHN EDWARD, Hulme, Manchester, House Furnisher Manchester Pet June 21 Ord June 21
 GUNBY, HENRY, Bath, Florist, Bath Pet June 20 Ord June 20
 HILTON, PHILIP, Pall Mall High Court Pet May 6 Ord June 17
 HOWARD, JAMES JOSEPH, Wisbech, St Peter's, Cambs, Butcher King's Lynn Pet June 21 Ord June 21
 JOHNSTON, DAVID, Carlisle, Carter Carlisle Pet June 20 Ord June 20
 JONES, WILLIAM, Llanfihangel nant melan, Radnor, Farmer Leominster Pet June 22 Ord June 22
 KELLY, JOHN HENRY, Kingston upon Hull, Builder Kingston upon Hull Pet June 22 Ord June 22
 KINGSLAND, DANIEL, Yalding, Kent, Bootmaker Maidstone Pet June 21 Ord June 21
 LAWLESS, THOMAS, Warrington, Fishmonger Warrington Pet June 22 Ord June 22
 LEWIS, ROWLAND, Neechells, Birmingham, Builder Birmingham Pet June 20 Ord June 20
 MAXNING, JAMES, Diabrowe rd, Fulham, Cab Driver High Court Pet June 22 Ord June 22
 MOSELEY, HENRY EDWARD, Heath st, Hampstead, Upholsterer High Court Pet June 22 Ord June 22
 MOUNSEY, THOMAS, Bishop Auckland, late Beerhouse Keeper Durham Pet June 20 Ord June 20
 MURDY, HERBERT, Plymouth, Electro Plater East Stonehouse Pet June 20 Ord June 20
 ORTON, WILLIAM, Hincley, Leics, Boot Manufacturer's Manager Leicester Pet June 22 Ord June 22
 OWEN, LAURA ELIZABETH, Bangor, Butcher Bangor Pet June 18 Ord June 18
 PARROTT, CHARLES, Normanton, Miner Wakefield Pet June 22 Ord June 22
 PENNYFETTER, EMIL, Old Broad st, Commission Agent High Court Pet June 2 Ord June 22
 POULTER, WILLIAM, Faversham ter, North Finchley, Butcher Barnet Pet June 18 Ord June 18
 POWELL, PHILIP, Heolfach, Ystrad Rhondda, Glam, Hawker Pontypridd Pet June 21 Ord June 21
 PRICE, GEORGE, Swansea, Licensed Victualler Swansea Pet June 9 Ord June 20
 REES, EVAN JOHN, Newport, Mon, Shipbroker Newport, Mon Pet June 9 Ord June 22
 REEVES, AMOS GEORGE, Hinton rd, Camberwell High Court Pet April 5 Ord June 22
 RICKETTS, AUSTIN, Weston super Mare, Insurance Agent Bridgwater Pet June 21 Ord June 21
 ROBINSON, JAMES, Carnforth, Lancs, Boot Maker Preston Pet June 20 Ord June 20
 ROBINSON, WILLIAM JAMES, Northampton, Commission Agent Northampton Pet June 21 Ord June 21
 SQUIRE, HENRY, Portobello rd, Notting Hill, Beereller High Court Pet June 22 Ord June 22
 STACEY, JOHN EDWARD, Eardley crant, Kensington, Farmer Lewes and Eastbourne Pet June 4 Ord June 22
 STEPHENSON, CHARLES JOHN, Brighton, Hotel Keeper Brighton Pet June 21 Ord June 22
 THORP, E S WRIGHTSON, and JONATHAN M THORP, Bourne-mouth, Grocers Poole Pet June 4 Ord June 20
 TREBBLE, JOHN, Williton, Somerset, Tailor Taunton Pet June 21 Ord June 21
 TURNER, WILLIAM, Blackburn, Boilermaker Blackburn Pet June 22 Ord June 22
 WILLIAMS, WILLIAM, Croesengan, Llansantffraid, Denbighshire, Farmer Portmadoc and Balaenau Festiniog Pet June 22 Ord June 22
 WILSON, JOSEPH, Holmfild, nr Halifax, Wheelwright Halifax Pet June 10 Ord June 20

The following amended notice is substituted for that published in the London Gazette, May 6:—

STRAID, ROBERT, Stanningley, nr Leeds, Boot Dealer Leeds Pet May 2 Ord May 2

The following amended notice is substituted for that published in the London Gazette, June 14:—

SCOTT, DAVID MARIA SELINA ELIZABETH, Albert gate, Kensington, Widow High Court Pet April 14 Ord June 9

The following amended notice is substituted for that published in the London Gazette, June 21:—

TASSO, DIMITRI, and HANIS TASSO, Manchester, Merchants Manchester Pet Feb 29 Ord June 16

FIRST MEETINGS.

ACKROYD, JOHN (jun.), West Hartlepool, Rivetter July 1 at 2 Off Rec, 25, John st, Sunderland
 ALEXANDER, MARY HART, Torquay, no occupation July 14 at 10 Off Rec, 13, Bedford circ, Exeter
 BAKER, HENRY, Carisbrooke rd, High st, Walthamstow, late Butcher July 1 at 1 Bankruptcy bldgs, Carey st
 BAKER, THOMAS GEORGE, Easton, Glos, Boot Manufacturer July 6 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
 BILLINGHAM, JESSE, and ISAAC JESSE, ATTWOOD BILLINGHAM, Cradley heath, Staffs, Chain Manufacturer July 2 at 11 Dudley Arms Hotel, Dudley
 BIRCH, JAMES EDWARD, Roath, Cardiff, Marine Engineer July 2 at 11 Off Rec, 29, Queen st, Cardiff
 BROTHERHOOD, ROWLAND, Victoria st, Civil Engineer July 1 at 12 Bankruptcy bldgs, Carey st
 BUCKINGHAM, ELI, Bathpool, Northhill, Launceston, Cornwall, Smith July 5 at 12 10, Athenaeum terrace, Plymouth
 BURT, JAMES, Penzance, Blacksmith July 2 at 12.30 Off Rec, Boscawen st, Truro
 CARTER, ROBERT HAROLD, Folkestone, Fisherman July 1 at 9 Off Rec, 5, Castle st, Canterbury
 CLAPHAM, JOSEPH, and WILLIAM SUGDEN CLAPHAM, Keighley, York, late Worsted Spinners July 4 at 11 Off Rec, 31, Manor row, Bradford
 CLARKE, WILLIAM CHARLES, Gledhow terr, South Kensington, Builder July 5 at 11 Bankruptcy bldgs, Carey st
 COLLIER, JOHN CHARLES, Shifnal, Salop, Coachbuilder July 13 at 12 County Court Office, Madeley
 COLLINGWOOD, FEATHERSTONE, Woolley, co Durham, Farmer July 1 at 4.30 Three Tuns Hotel, Durham
 COURTNEY, HUGH MACINTYRE, Dover, Tea Dealer July 1 at 9.30 Off Rec, 5, Castle st, Canterbury
 CURTIS, JOHN, Union et, Old Broad st, Solicitor July 1 at 2.30 Bankruptcy bldgs, Carey st
 CURSON, RICHARD, Winsford, Cheshire, Labourer July 13 at 11 Royal Hotel, Crewe
 DAVIES, FREDERICK, Llanfairtalhaiarn, Denbighshire, Postmaster July 1 at 12 Crypt chmbrs, Chester
 DICKENSON, MARTIN BUTLER, Earl's Court rd, West Kensington, Builder July 1 at 12 Bankruptcy bldgs, Carey st
 DIOGINS, GEORGE, Roman rd, North Bow, Brush Manufacturer July 1 at 1 Bankruptcy bldgs, Carey st
 FLEMING, ROBERT, Liverpool, retired Civil Engineer July 7 at 2.30 Off Rec, 35, Victoria st, Liverpool
 FORRESTER, SARAH, Wem, Salop, Coal Merchant, Widow July 5 at 3 Off Rec, Talbot chmbrs, Shrewsbury
 FOXWELL, CHARLES EDWARD, Wells, Somerset, Boot Dealer July 6 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
 FRANKLIN, MIRIAM MAUD, Oxford, Widow July 1 at 3.30 1, St Aldate's, Oxford
 GODDARD, JAMES ALFRED, Hyde, Cheshire, Licensed Victualler July 4 at 3 Ogden's chmbrs, Bridge st, Manchester
 GUNBY, HENRY, Bath, Florist July 6 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 GUY, WILLIAM THOMAS, St Grimby, Fish Salesman July 2 at 11 Off Rec, 15, Osborne st, St Grimby
 JEVONS, JOHN, and JOHN HENRY JEVONS, Dudley, Contractors July 2 at 10 Off Rec, Dudley
 JOHNSTON, DAVID, Carlisle, Carter July 5 at 10 12, Lonsdale st, Carlisle
 KING, GEORGE, Moody st, Mile end, Licensed Compounder of Spirits July 5 at 12 Bankruptcy bldgs, Carey st
 KINGSLAND, DANIEL, Yalding, Kent, Boot Maker July 6 at 3 Off Rec, Week st, Maidstone
 LEVY, PHILIP SAMUEL (deceased), Liverpool, Solicitor July 4 at 2.30 Off Rec, 35, Victoria st, Liverpool
 MARTIN, JAMES, Westbourne sq, of no occupation July 4 at 2.30 Bankruptcy bldgs, Carey st
 MAY, GEORGE HENRY, Berwick Henbury, Glos, Butcher July 6 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
 MORRIS, JOHN, Hinton in the Hedges, Northamptonshire, Blacksmith July 2 at 3.30 1, St Aldate's, Oxford
 MUNDY, HERBERT, Plymouth, Electro Plater July 5 at 11.30 10, Athenaeum terrace, Plymouth
 MOODY, JOHN MATTHEW, Crewe, Watchmaker's Assistant July 13 at 11.30 Royal Hotel, Crewe
 NAYLOR, PETER, & GEORGE, Fenchurch avenue, General Merchants July 4 at 12 Bankruptcy bldgs, Carey st
 O'BRIEN, BERNARD, Leeds, Grocer July 4 at 11 Off Rec, 22, Park row, Leeds
 O'REILLY, WALTER PHILIP, Edgware rd, Manufacturing Electrician July 5 at 2.30 Bankruptcy bldgs, Carey st
 PARROTT, CHARLES, Normanton, Miner July 1 at 11 Off Rec, Bond ter, Wakefield
 PEACEY, FRANCIS CHARLES, Cheltenham, Blacksmith July 7 at 11 County Court bldgs, Cheltenham
 PEPIATT, GEORGE, Horley, Surrey, Oilman July 12 at 2.30 24, Railway app, London Bridge
 PETERS, CHARLES PINHALL, Knighton, Radnor, Solicitor July 1 at 2 Debtor's Offices, Knighton
 PEW, EDWARD, and FREDERICK CHARLES ROBERTS, Egham, Surrey, Vinegar Brewers July 4 at 1 24, Railway app, London Bridge
 REES, EVAN JOHN, Newport, Mon, Shipbroker Newport, Mon July 5 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
 ROBERTS, JAMES BOSTOCK, Badland, Old Radnor, Farmer July 2 at 11 Burton House Hotel, Kingston
 ROBINSON, JAMES, Carnforth, Lancs, Boot Maker July 4 at 3 Off Rec, 14, Chapel st, Preston
 ROWE, ALBERT EDWARD, Devonport, Licensed Victualler July 5 at 11 10, Athenaeum ter, Plymouth
 ROWLEY, JAMES, Heath Hayes, Staffs, Butcher July 14 at 11.30 Off Rec, Walsall
 SMITH, HENRY KATE, Lewes, Taylor July 4 at 12.30 Off Rec, 24, Railway approach, London bridge
 SNOWDEN, THOMAS WILLIAM, late of Newcastle on Tyne, Dairyman July 4 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 TASSO, DIMITRI, and HANIS TASSO, Manchester, Merchants July 4 at 3.30 Ogden's chmbrs, Bridge st, Manchester
 THORP, E S WRIGHTSON, and JONATHAN M THORP, Bourne-mouth, Grocers July 5 at 1 Off Rec, Salisbury

TREBBLE, JOHN, Williton, Somerset, Tailor July 2 at 2.30 Off Rec, 58, Hammet st, Taunton
 WATTS, JAMES, Cardiff, Grocer July 2 at 12 Off Rec, 29, Queen st, Cardiff
 WILSON, JOSEPH, Holmfild, nr Halifax, Wheelwright July 2 at 11 Off Rec, Townhall chmbrs, Halifax

The following amended notice is substituted for that published in the London Gazette, June 10:—
 PRYCE, THOMAS HARRIS, Bettws y crywys, Salop, Farmer July 1 at 2.30 C P Peters, solicitor, Knighton

ADJUDICATIONS.

ACKROYD, JOHN (jun.), West Hartlepool, Rivetter Sunderland Pet June 15 Ord June 15
 BAINES, WILLIAM, Hartfield, Sussex, Farmer Tunbridge Wells Pet June 15 Ord June 21
 BAKER, GEORGE LOWE, Liverpool, Licensed Victualler Liverpool Pet Mar 31 Ord June 21
 BATSON, ARTHUR WILLESLAY, Gt Ringstead Rectory, Norfolk, Clerk in Holy Orders King's Lynn Pet April 13 Ord June 20
 BOSHER, CHARLES WILLIAM, Lavender sweep, Surrey, Grocer Wandsworth Pet May 28 Ord June 21
 BOUSFIELD, THOMAS, Kingston upon Hull, Book Keeper Kingston upon Hull Pet June 20 Ord June 20
 BREWSTER, JOSEPH HENRY, Winchester, Baker Winchester Pet June 14 Ord June 21
 BRYETT, LEWIS, Girdler's rd, Brook green, Hammersmith, Auctioneer High Court Pet June 21 Ord June 21
 BURGESS, EDWIN, late High Holborn, Patent Medicine Vendor High Court Pet April 25 Ord June 21
 BURT, JAMES, Penzance, Blacksmith Truro Pet June 20 Ord June 20
 CHAFFER, WILLIAM HENRY, Birmingham, Builder Birmingham Pet June 20 Ord June 21
 COLLIER, JOHN CHARLES, Shifnal, Salop, Coach Builder Madeley Pet June 13 Ord June 21
 DALTON, CHARLES BLOMFIELD, Furnival's inn, Holborn Solicitor High Court Pet April 1 Ord June 21
 DANIEL, MICHAEL, late of Astwood Bank, Worcs, Innkeeper Birmingham Pet May 26 Ord June 17
 DAY, WILLIAM, Luton, Beds, Straw Hat Manufacturer Luton Pet June 15 Ord June 18
 DICKENSON, MARTIN BUTLER, Earl's Court rd, Builder High Court Pet May 20 Ord June 20
 DUCK, RICHARD JOHN, Line st sq, Corn Factor High Court Pet May 24 Ord June 21
 FLEMING, ROBERT, Liverpool, retired Civil Engineer Liverpool Pet May 26 Ord June 20
 FRANKLIN, MIRIAM MAUD, Oxford, Widow Oxford Pet May 18 Ord June 20
 GARRETT, NEWSON DUNNELL, Ramsgate, Major R.A. Canterbury Pet May 9 Ord June 20
 GUNBY, HENRY, Bath, Florist Bath Pet June 20 Ord June 20
 HOWARD, JAMES JOSEPH, Wisbech St Peter's, Cambs, Butcher King's Lynn Pet June 21 Ord June 21
 JOHNSTON, DAVID, Carlisle, Carter Carlisle Pet June 20 Ord June 20
 KING, GEORGE, Moody st, Mile End, Licensed Compounder of Spirits High Court Pet June 15 Ord June 20
 KINGSLAND, DANIEL, Yalding, Kent, Bootmaker Maidstone Pet June 14 Ord June 21
 LAWLESS, THOMAS, Warrington, Fishmonger Warrington Pet June 22 Ord June 22
 LAYTON, LOUISA, Broadstairs, Kent, Bicycle Agent Canterbury Pet May 31 Ord June 20
 LEWIS, ROWLAND, Neechells, Birmingham, Builder Birmingham Pet June 20 Ord June 22
 LUFF, GEORGE JAMES, Ramsgate, Builder Canterbury Pet May 31 Ord June 20
 MAXNING, JAMES, Diabrowe rd, Fulham, Cabdriver High Court Pet June 22 Ord June 22
 MORRIS, JOHN, Hinton in the Hedges, Northamptonshire, Blacksmith Banbury Pet June 16 Ord June 21
 MOSELEY, HENRY EDWARD, Heath st, Hampstead, Upholsterer High Court Pet June 22 Ord June 22
 MOUNSEY, THOMAS, Bishop Auckland, late Beerhouse Keeper Durham Pet June 20 Ord June 20
 MURDY, HERBERT, Plymouth, Electro Plater East Stonehouse Pet June 20 Ord June 20
 NORRIS, STANLEY, Glyn Nerguis, nr Mold, Flints, Gent Chester Pet June 20 Ord June 20
 ORMEROD, JOHN RICHARD, Leeds, Innkeeper Leeds Pet June 4 Ord June 22
 OWEN, LAURA ELIZABETH, Bangor, Butcher Bangor Pet June 17 Ord June 18
 PARROTT, CHARLES, Normanton, Miner Wakefield Pet June 22 Ord June 22
 PEASE, FRED, Nottingham, Jobmaster Nottingham Pet June 2 Ord June 22
 POULTER, WILLIAM, North Finchley, Butcher Barnet Pet June 18 Ord June 18
 POWELL, PHILIP, Heolfach Ystrad Rhondda, Glam, Hawker Pontypridd Pet June 21 Ord June 21
 PRICE, GEORGE, Swansea, Licensed Victualler Swansea Pet June 9 Ord June 20
 REES, EVAN JOHN, Newport, Mon, Shipbroker Newport, Mon Pet June 20 Ord June 22
 RICKETTS, AUSTIN, Weston super Mare, Insurance Agent Bridgwater Pet June 21 Ord June 21
 ROBINSON, JAMES, Carnforth, Lancs, Boot Maker Preston Pet June 20 Ord June 20
 ROBINSON, WILLIAM JAMES, Northampton, Commission Agent Northampton Pet June 21 Ord June 21
 SCADG, MARY, Steyning, Sussex, Spinster Brighton Pet June 17 Ord June 21
 STOCKER, CHARLES, Birmingham, Printer Birmingham Pet June 18 Ord June 22
 THORP, E S WRIGHTSON, and JONATHAN M THORP, Bourne-mouth, Grocers Poole Pet June 4 Ord June 22
 TREBBLE, JOHN, Williton, Somerset, Tailor Taunton Pet June 21 Ord June 21
 TURNER, WILLIAM, Blackburn, Boiler Maker Blackburn Pet June 22 Ord June 22
 TYLER, WILLIAM, Loughborough, late Butcher Leicester Pet June 10 Ord June 21

July 2, 1892.

THE SOLICITORS' JOURNAL.

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WILLIAMS, WILLIAM, Croesengan, Llanantfridd, Denbighshire, Farmer Furtmadoc and Blaenau Festiniog Pet June 21 Ord June 22

The following amended notice is substituted for that published in the London Gazette, May 6:—
STEAD, ROBERT, Stanningley, nr Leeds, Boot Dealer Leeds Pet May 2 Ord May 2

London Gazette—TUESDAY, June 28.

RECEIVING ORDERS.

ALEXANDER, JAMES RADCLIFFE, Fleetwood, Lancs, Ship Chandler Preston Pet June 22 Ord June 22
BARNETT, ELLEN PRATT, Popstone rd, Earl's Court, Boarding house Keeper High Court Pet June 24 Ord June 24

BOWLES, THOMAS, the younger, Hambledon, nr Henley on Thames, Baker Reading Pet June 23 Ord June 23
BUIGOS, WALTER, Salford, Coach Builder Salford Pet June 23 Ord June 23
COOK, JOHN, Stoke Ferry, Norfolk, Farmer King's Lynn Pet June 22 Ord June 22

DEAN, SAMUEL WILLIAM, Small Heath, Birmingham, Clothes Dealer West Bromwich Pet June 22 Ord June 22
HARVEY, EDWARD, Cardiff, Stationer Cardiff Pet May 21 Ord June 22

HAWTREY, ARTHUR, Muncovet ct, Tower Hill, Commission Agent High Court Pet June 22 Ord June 24
HELBING, ADOLPHUS, Colville rd, Leytonstone, of no occupation High Court Pet June 10 Ord June 22

HODSON, THOMAS PICKERING, Tunbridge Wells, Auctioneer Tunbridge Wells Pet June 23 Ord June 23
HOLLANDY, JOHN PERCY, Exeter, Shopkeeper Exeter Pet June 23 Ord June 23

HYATT, WILLIAM HERBERT, Harlington, Beds, Engineer Bedford Pet June 13 Ord June 24
JENKINS, HENRY, York rd, City rd, Dairyman High Court Pet June 24 Ord June 24

LAUGHTON, ALFRED, Birmingham, Paper Hangings Merchant Birmingham Pet June 15 Ord June 24
LAL, SAMUEL, Popstone rd, Leeds, Carrier Bradford Pet June 23 Ord June 23

LYE, THOMAS, Sutton, Surrey, Stonemason Croydon Pet June 24 Ord June 24
MARSH, WILLIAM, Long Sutton, Lincs, Licensed Victualler King's Lynn Pet June 9 Ord June 23

MERCIER, LOUISE, Drayton gds, Kensington, Spinster High Court Pet May 23 Ord June 22
MINNS, HENRY, Norwich, Boot Manufacturer Norwich Pet June 25 Ord June 25

MORDECAI, EMANUEL, late High st, Stepney, Publican High Court Pet June 20 Ord June 25
MOSSOP, THOMAS, Lancaster, Grocer Preston Pet June 24 Ord June 24

OLDERSHAW, WALTER, Milford, Derbyshire, Clerk Derby Pet June 23 Ord June 23
OXY, HERBERT, Swinton, Yorks, Grocer Sheffield Pet June 24 Ord June 24

PAYNE, WILLIAM, Bristol, Dairyman Bristol Pet June 23 Ord June 23
PITCHFORD, Jabez, Birmingham, Restaurant Keeper High Court Ord June 18

PLANT, WILLIAM, Hornsey rd, Holloway, Fruiterer High Court Pet June 23 Ord June 23
PUTTICK, THOMAS HENRY, Great Winchester st, Stock Dealer High Court Pet June 25 Ord June 24

RAYNES, JOSEPH, Masham, Yorks, Coach Builder Northallerton Pet June 21 Ord June 21
REEVE, ARTHUR EDWIN, Watney st, Commercial rd, Boot Maker High Court Pet June 23 Ord June 23

RICHARDS, CHARLES EDWARD, Keynsham, Somerset, Insurance Manager Bristol Pet June 23 Ord June 23
ROSE, EDWIN THOMAS, York, Wringing Machine Maker York Pet June 24 Ord June 24

SHAFTO, W. H. Albany st, Regent's park, Captain High Court Pet May 10 Ord June 23
STOREY, ROBERT, North Ormesby, nr Middlesborough, formerly Grocer Middlesborough Pet June 24 Ord June 24

SYKES, GEORGE, Huddersfield, Stamp Distributor Huddersfield Pet June 23 Ord June 23
TAYLOR, WALTER, Farringdon st, Auctioneer's Clerk High Court Pet June 24 Ord June 24

THATCHER, H. W., late York rd, Wandsworth, Provision Merchant Wandsworth Pet May 4 Ord June 23
THOMSON, EDMUND WAINWRIGHT, Brighton, Esq Kingston, Surrey Pet June 24 Ord June 24

TURNER, CHRISTOPHER HENRY, Smethwick, Staffs, Boot Dealer West Bromwich Pet June 22 Ord June 22
VERNON, SAMUEL, Willaston, Cheshire, Grocer Nantwich and Crewe Pet June 24 Ord June 24

FIRST MEETINGS.

BARNETT, ELLEN PRATT, Popstone rd, Earl's Court, Boarding house Keeper July 5 at 2.30 Bankruptcy bldgs, Carey st

BOUSFIELD, THOMAS, Kingston upon Hull, Book Keeper July 7 at 11 Off Rec, Trinity House lane, Hull

BRVETT, LEWIS, Girdler's road, Brook green, Hammer-smith, Auctioneer July 7 at 12 Bankruptcy bldgs, Carey st

CLARKE, HENRY, Leicester, Wheelwright July 6 at 3 Off Rec, 34, Friar row, Leicester

DAVIE, EDWARD, Wycham, Confectioner July 8 at 12 Crypt chambers, Chester

DEKLEY, JOSEPH ATTWOOD, Stourbridge, Worcs, Innkeeper July 5 at 11.30 Thos Wall, Solicitor, Stourbridge

DUCK, RICHARD JOHN, Lime st sq, Corn Factor July 6 at 12 Bankruptcy bldgs, Carey st

FORD, RICHARD CARMY, and GEORGE LEWIS, Lambeth rd, and Royal st, Lambeth, Comedians July 5 at 11 Bankruptcy bldgs, Carey st

HEBBLETHWAITE, JOSEPH LUIS, and JOHN WILLIAM LOCKING, Leeds, Timber Merchants July 11 at 3 Off Rec, 22, Park row, Leeds

HEPT, ISRAEL, Harry Dock, nr Cardiff, Glass Dealer July 12 at 10 Off Rec, 29, Queen st, Cardiff

HOLLANDY, JOHN PERCY, Exeter, Shopkeeper July 7 at 3 Off Rec, 13, Bedford circus, Exeter

KELLY, JOHN HENRY, Kingston upon Hull, Builder July 7 at 11.30 Off Rec, Trinity House lane, Hull

LAL, SAMUEL, Pudsey, nr Leeds, Currier July 12 at 11 Off Rec, 31, Manor row, Bradford

MAYLOTT, OWEN, Kidderminster, Designer July 5 at 2 A 8 Thunfield, Solicitor, Kidderminster

OLDERSHAW, WALTER, Milford, Derbyshire, Clerk July 6 at 12 Off Rec, St James's chambers, Derby

ORTON, WILLIAM, Hinckley, Leics, Boot Manufacturer's Manager July 6 at 12.30 Off Rec, 34, Friar lane, Leicester

OWEN, LAURA ELIZABETH, Bangor, Butcher July 7 at 11.30 Magistrates' Room, Bangor

PAYNE, WILLIAM, Bristol, Dairyman July 13 at 1 Off Rec, Bank chambers, Corn st, Bristol

PREECE, THOMAS, Wordsley, Staffs, Carpenter July 5 at 11.45 Thos Wall, Solicitor, Stourbridge

REES, DAVID, Merthyr Dovan, nr Cardiff, Farmer July 7 at 11 Off Rec, 29, Queen st, Cardiff

RICHARDS, CHARLES EDWARD, Keynsham, Somerset, Insurance Manager July 13 at 12.30 Off Rec, Bank chambers, Corn st, Bristol

ROBINSON, WILLIAM, Caversham, Oxon, retired Brewer July 6 at 3 Off Rec, 95, Temple chambers, Temple avenue

ROSE, EDWIN, THOMAS, York, Wringing Machine Maker July 7 at 12.30 Off Rec, York

ROULSTON, JOHN, Lausanne rd, Hornsey, Tailor's Salesman July 8 at 12 Bankruptcy bldgs, Carey st

SANDERS, WILLIAM, Chesterfield, Fruit Merchant July 7 at 10.30 Angel Hotel, Chesterfield

SANDROBUD, DAVID, Phipp st, Great Eastern st, Cabinet Maker July 6 at 2.30 Bankruptcy bldgs, Carey st

SCOURFIELD, WILLIAM, Templeton, Netherth, Pembs, Butcher July 9 at 11 Off Rec, 11, Quay st, Carmarthen

SHORT, THOMAS, Whitby, late Coffee Palace Proprietor July 6 at 3 Off Rec, 8, Albert rd, Middlesborough

SHORTREED, ROBERT WILLIAM, The Seaman's Registry, Customs House, Lower Thames st, Clerk July 6 at 12 Bankruptcy bldgs, Carey st

STEPNEY, A. ST. GEORGE HERBERT, Quarndon, Derby, Gent July 12 at 2.30 Off Rec, St James's chambers, Derby

THOMAS, HENRY, Troodryhiw, Glam, Grocer July 5 at 3 Off Rec, Merthyr Tydfil

THOMAS, JOSHUA JAMES, Rhymney, Mon, Chemist July 5 at 12 Off Rec, Merthyr Tydfil

WINE, BARNET, and DAVID WINE, Leeds, Leather Merchant July 5 at 11 Off Rec, 22, Park row, Leeds

WRIGHT, EDWIN JAMES, Listeria pk, Stoke Newington, Clerk in a Bank July 8 at 11 Bankruptcy bldgs, Carey st

WYLIE, ALEXANDER HENRY, Cadogan pl, Sloane st, Gent July 7 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALEXANDER, JAMES RADCLIFFE, Fleetwood, Lancs, Ship-chandler Preston Pet June 22 Ord June 22

BARNETT, ELLEN PRATT, Popstone rd, Earl's Court, Boarding house Keeper High Court Pet June 24 Ord June 24

BOWLES, THOMAS, the younger, Hambledon, nr Henley on Thames, Baker Reading Pet June 22 Ord June 23

CLARKE, WILLIAM CHARLES, Gledhow ter, South Kensington, Builder High Court Pet June 21 Ord June 22

COOTE, ALFRED SAMUEL, Ashington, Sussex, Miller Brighton Pet June 17 Ord June 23

CROFT, JAMES, Cadishead, Lancs, Tailor Salford Pet June 17 Ord June 24

FORRESTER, SARAH, Wem, Salop, Coal Merchant Shrewsbury Pet June 21 Ord June 22

GLOVER, HENRY, Mare st, Hackney, Grocer High Court Pet June 17 Ord June 22

HAMBRIDGE, CHARLES HENRY, Yeovil, Somerset, Grocer Yeovil Pet May 23 Ord June 23

HEBBLETHWAITE, JOSEPH LUIS, and JOHN WILLIAM LOCKING, Leeds, Timber Merchants Leeds Pet May 14 Ord June 23

HOLLANDY, JOHN PERCY, Exeter, Shopkeeper Exeter Pet June 23 Ord June 23

HUGHES, H. R., Long lane, Aldersgate st High Court Pet May 13 Ord June 24

MARTIN, JAMES, Westbourne sq, of no occupation High Court Pet May 5 Ord June 23

MINNS, HENRY, Norwich, Boot Manufacturer Norwich Pet June 25 Ord June 25

MOSSOP, THOMAS, Lancaster, Grocer Preston Pet June 24 Ord June 24

NIGHTINGALE, JAMES, Kingston on Thames, Brewer Kingston Pet May 21 Ord June 25

OLDERSHAW, WALTER, Milford, Derbyshire, Clerk Derby Pet June 23 Ord June 23

OXY, HERBERT, Swinton, Yorks, Grocer Sheffield Pet June 24 Ord June 24

PAYNE, WILLIAM, Bristol, Dairyman Bristol Pet June 23 Ord June 23

PETERS, CHARLES PENNALLOW, Knighton, Radnor, Solicitor Leominster Pet April 28 Ord June 24

STEVENSON, CHARLES JOHN, Brighton, Hotel Keeper Brighton Pet June 21 Ord June 24

STOREY, ROBERT, North Ormesby, nr Middlesborough, formerly Grocer Middlesborough Pet June 24 Ord June 24

SYKES, GEORGE, Huddersfield, Stamp Distributor Huddersfield Pet June 23 Ord June 23

TURNER, CHRISTOPHER HENRY, Smethwick, Staffs, Boot Dealer West Bromwich Pet June 22 Ord June 24

VERNON, SAMUEL, Willaston, Cheshire, Grocer Nantwich and Crewe Pet June 24 Ord June 24

WILLCOCKS, WALTER H., Woburn pl, Musical Traveller High Court Pet April 5 Ord June 25

WRIGHT, J. M., Norfolk st, Strand High Court Pet April 27 Ord June 23

ADJUDICATION ANNULLED.

CORREY, JOHN WILLIAM, Holme Hale Rectory, Norfolk, Clerk King's Lynn Adjud July 14, 1890 Annual June 23

SALES OF ENSUING WEEK.

July 4.—Messrs. HUMBERT, SON, & FLINT, at the Mart, E.C., at 2 o'clock, Freehold Estate and Properties, also Reversionary Interests (see advertisements, May 28, p. 7, and June 25, p. 692).

July 4.—Messrs. PRICKETT & ELLIS, at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, June 25, p. 693).

July 5.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGE-WATER, at the Mart, E.C., at 2 o'clock, Freehold Property (see advertisement, June 18, p. 588).

July 5.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, Freehold Residential and Sporting Domain (see advertisement, June 18, p. 584).

July 5.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Grand Junction Waterworks Shares (see advertisement, June 25, p. 693).

July 6.—Messrs. WALTON & LEE, at the Mart, E.C., at 2 o'clock, Freehold Estate (see advertisement, May 28, p. 7).

July 7.—Messrs. DANIEL WATNEY & SONS, at the Mart, E.C., at 2 o'clock, Freehold Properties and Ground-Rents (see advertisement, May 28, p. 4).

July 7.—Messrs. HUMBERT, SON, & FLINT, at the White Hart Inn, Orpington, at 6.30 p.m., Freehold Building Plots (see advertisement, May 28, p. 7).

July 8.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Building Estate and Freehold and Leasehold Investments (see advertisement, May 28, p. 5).

July 8.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, E.C., at 2 o'clock, Freehold Ground-Rents (see advertisement, this week, p. 4).

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